



PUBLIC MEETING AGENDA

Date: Wednesday March 27, 2024
Time: 9:00 – 9:45
Information: Zoom

1. Call to Order, Land Acknowledgement and Confirmation of Quorum D. Gillespie, Chair
2. Declaration of Conflict
3. Approval of Meeting Agenda
4. **Consent Agenda**
The following item(s) will be addressed through the consent agenda unless specifically requested to be removed for separate attention, by request.
 - 4.1 Minutes of the January 24, 2024 Public Board of Governors Meeting *(Approve)*

Decision Items

5. **Finance and Audit Committee (FAC) Report** S. Datta,
Chair, Finance and
Audit Committee *10 min*
(9:05-9:15)
 - 5.1 **Financial Position Reports - January 30, 2024 and Year End Forecast** *(Receive)*
 - Briefing Note
 - Financial Statements
 - 5.2 **2024-2025 Budget** *(Approve)*
 - Briefing Note
 - 5.3 **Century Transportation Contract** *(Approve)*
 - Briefing Note
 - Contract
 - 5.4 **FSA and SAC Financial Statements** *(Receive)*
 - Briefing Note
 - Financial Statements
6. **Professional Cleaning Services Agreement Extension – Dexterra Facilities Management** D. Van Parys, EVP
Finance and Corporate
Services *5 min*
(9:15-9:20)
 - Briefing Note
 - Professional Services Agreement
 - Amending Agreement

7. **Policies**

10 min
(9:20-9:30)

7.1 (Joint) Foundation and College Policies

- Briefing Note ☺
- Gift Acceptance Policy ☺ (New – Approve)
- Donor Recognition Policy ☺ (New – Approve)
- Naming Policy ☺ (New – Approve)

- Institutional Gifts Policy # 4-408 ☺ (Revoke)
- Unsolicited Financial Gifts #4-415 ☺ (Revoke)
- Receipting Cash and Gifts In Kind #4-416 ☺ (Revoke)
- Liquidation of Donated Publicly Traded Securities #4-422 ☺ (Revoke)
- Gift Acceptance #8-801 ☺ (Revoke)

T. Matthews, Director
Corporate Affairs,
Governance and Risk
Management

7.2 Ethical Conduct for Research Involving Humans #9-905

- Briefing Note ☺
- Policy ☺

B. Goodwin, EVP
Applied Research &
Principal, Frost Campus

7.3 Integrity in Research and Scholarship #9-906

- Briefing Note ☺
- Policy ☺

B. Goodwin, EVP
Applied Research &
Principal, Frost Campus

8. **New Program Proposals and Modifications** (Approve)

8.1 Diagnostic Cardiac Sonography

- Briefing Note ☺
- New Program Proposal ☺

Theresa Knott,
Executive Vice
President, Academic
Experience

5 min
(9:30-9:35)

Discussion:

9. Other

5 min

Close approximately 9:40



PUBLIC MEETING MINUTES

Meeting Date: January 24, 2024

Meeting Location: Sutherland Campus - 599 Brealey Drive, Peterborough Room B3330

Attendance:

External Governors:

Don Gillespie (Regrets)	Karen Jensen, <i>Chair</i>	Sudha Datta <i>Chair FAC (Virtual)</i>
Cory Bryan (<i>Virtual</i>)	Cynthia Chan Reynolds (Regrets)	Kerri Davies
Tim Kennaley	Michael Nasello	Lisa Reed (<i>Virtual</i>)
Doris Stamml (<i>Virtual</i>)		

President:

Maureen Adamson

Internal Governors:

Laura Coles (<i>Support Staff</i>)	Todd Hataley (<i>Academic</i>)	Kiersten Singh (<i>Student</i>) (Regrets)
Marc Patenaude (<i>Administrative Staff</i>)		

Senior Administration:

Brett Goodwin <i>Executive Vice President, Academics & Applied Research and Innovation</i>	Sherry Gosselin <i>Executive Vice President, IT & Registrarial Services</i>	Alan Lambert <i>Executive Vice President, Organizational Effectiveness and Human Resources</i>
Drew Van Parys <i>Executive Vice President, Corporate Services</i>	Kate McIntosh <i>Vice President, Student Experience</i>	Liz Stone <i>Vice President, Indigenous Knowledge and Relations</i>
Laura Gunning <i>Associate Vice President, International</i>	Chris Jardine, <i>Acting Associate Vice President, Marketing and Advancement</i>	Theresa Knott <i>Associate Vice President, Academic Experience</i>
Julie Ferrari <i>Chief of Staff, President's Office</i>	Trish Matthews <i>Director, Corporate Affairs, Governance & Risk Management</i>	

1.0 Call to Order, Welcome to the Traditional Territory and Confirmation of Quorum

The Chair called the meeting to order at 9:00a.m. and acknowledged that the meeting was hosted on the traditional lands of the Mississauga Anishinaabe peoples.

Quorum was confirmed and all in attendance were welcomed. Attendance regrets were noted. T. Hataley, Academic Governor was welcomed.

2.0 Declaration of Conflict of Interest

None.

3.0 Approval of Meeting Agenda

MOTION: Be it resolved that the Board of Governors approve the agenda of the January 24, 2024 public meeting as presented.

CARRIED

4.0 Approval of the Consent Agenda

MOTION: Be it resolved that the Board of Governors approve the consent agenda for the January 24, 2024, meeting and, through this consent the:

- 4.1 Minutes of the November 22, 2023 Public Board of Governors Meeting (*Approve*)
- 4.2 Policy Revocation: Curricular and Instructional Innovation, 2-211(*Revoke*)
- 4.3 Policy Revocation: Non-Monetary Remuneration, 4-410(*Revoke*)
- 4.4 Environmental, Social and Governance (ESG) Committee Report

CARRIED

5.0 Presidents Report

President Adamson spoke to the Federal Immigration Ministers January 22nd announcement.

The Ministers announcement included the elimination of post graduate work permits for all private partners, as well as many other measures, that will have a direct adverse impact on Ontario's colleges in several ways.

Some of these include:

- a significant reduction in the allocation of post graduate work permits generally,
- reduction/elimination of future revenue from Fleming College Toronto,
- and an adverse impact on other funding related metrics that the province employs to assign funding levels to colleges.

The details of the implementation of these policy changes are yet to be communicated.

The 15 presidents in Ontario that have private partners met throughout last weekend and sent compelling messages to both the province and the Federal government, among other advocacy tactics. Clearly, that was not successful.

Fleming will continue to work closely and collectively within the sector to address the situation. Management will be developing a contingency plan and a more local/regional advocacy strategy, and determining to the extent possible, the detailed future financial impact for the college.

Management has been communicating internally and externally to ensure support of our students. As more information and the impacts on Fleming College become known, management will communicate with our students, staff and the Board of Governors

6.0 Finance and Audit Committee Update

S. Datta spoke to the written report from the Committee. The committee met prior to the announcement by the federal Immigration Minister. Projections contained in some of the financial projections received by the committee at the time of the meeting will be impacted as Management receives more information and interprets next steps.

6.1 Financial Position Reports - November 30, 2023

Financial reports as at September 30 told a good news story.

- The projection is based on information available as of January 9th;
 - Analysis of the year-to-date financial data forecasts a year end surplus of \$28.9M;
 - Significant increases in enrollment, both at home campus and the Toronto campus, which is driving the significant increase in expected surplus relative to budget;
 - Total revenues have increased YOY by \$128.7M. The largest driver of this increase (\$59.5M) is attributable to the Fleming College Toronto (FCT) campus - The comparative period reflects the first semester of operations of FCT, who had approximately 400 students in its initial intake vs over 4000 students in the Fall 2023 semester;
 - Home campus tuition is up, YOY, by \$55.6M, based on strong increases in international enrollment. Revenue from the Winter semester has been reflected in the November monthly results rather than December;
 - YOY increase in total revenue, showing a \$14.2M increase, due to (a) increased interest income.
-
- The operation of FCT – accounting for \$67.0M of the \$80.8M of the increased total expenses
 - Total non-salary operating expenses have increased by \$6.5M;
 - Salaries and Benefits have increased \$8.1M in the current period as compared to the prior period. The increase is primarily attributable to Bill 124 retroactive payments, increased part-

time academic costs resulting from increased section sizes due to higher enrolment and new hiring pursuant to the compliment management working group.

MOTION: Be it resolved that the Board of Governors, upon recommendation by Finance and Audit Committee, receive the Financial Reports for the (8) Months Ending November 2023 for information.

CARRIED

6.2 International Student Fees

The *Ministers Binding Policy Directive on Tuition and Ancillary Fees* require The Board of Governors of a college approve tuition and ancillary fees for all programs of instruction and courses delivered by the college.

Following an increase in funds required for a study visa, and new federal changes for study visa applications. Only compounded by this week's announcement, Management is recommending no increase to International Student Fees

A pause in tuition fee increase feels appropriate for Fleming to help offset an increasingly competitive market.

MOTION: Be it resolved that the Board of Governors, upon recommendation by Finance and Audit Committee, approve an increase in International student tuition fees of 0% for implementation September 1, 2024.

6.3 Ancillary Fees

Ancillary fees have been developed through consultation with Student Governments.

Management recommends most of these fees be kept to levels that reflect cost of living increases, using the Consumer Price Index as published by Statistics Canada as a guide to inflation, 3% was recommended.

The fees have been adjusted accordingly with a few exceptions where it was decided that an increase was not necessary and would not impact services provided to students.

MOTION: That the Board of Governors, upon recommendation by Finance and Audit Committee, approve the 2024-2025 Student Ancillary Fees for implementation September 2024.

CARRIED

7.0 Professional Cleaning Services Agreement Amendment

In May 2020, the Board of Governors endorsed a two-year Professional Cleaning Services Agreement with Dexterra Facilities Management (Dexterra), to provide cleaning services at the Sutherland and Frost Campuses. The contract has extension options.

In October 2023, Dexterra approached the College requesting financial relief and amendments to the existing agreement. To prevent additional financial losses, Dexterra has requested amendments to the existing agreement along with financial relief.

MOTION: That the Board of Governors, upon recommendation by Finance and Audit Committee, approve the amended Professional Cleaning Services Agreement between the College and 10647802 Canada Limited o/a Dexterra Facilities Management, which includes the exercising of a two-year contract extension.

CARRIED

8.0 New Program Proposals and Modifications

T. Knott presented new program proposals and modifications for the consideration of the Board of Governors.

8.1 Digital Finance – New Program Proposal

The School of Business and Information Technology is proposing the development and Fall 2024 launch of a one-year, two-semester, Ontario College Graduate Certificate in Digital Finance (FinTech).

In the post-COVID era, the digital finance landscape has undergone a profound transformation, accelerated by the pandemic's disruptive impact on traditional financial systems. The financial industry has witnessed an unprecedented surge in digital adoption, with a notable shift towards contactless payments, online banking, and decentralized financial technologies.

The proposed Ontario College Graduate Certificate in Digital Finance is a one-year (2 semester) program that teaches students the essential aspects of technology-driven financial strategies from complex regulations to cryptocurrency.

The program will initially be offered as a full cost recovery (unfunded) program targeting international students to facilitate a quick implementation and launch.

With a Fall 2024 launch, revenue in fiscal year one is estimated at \$ 1,018,216.37 increasing to \$ 2,402,703 by year three and increasing to \$3,483,919 in year 5 when meeting enrollment targets.

MOTION: That the Board of Governors approve the program proposal, development and launch of a new *Digital Finance* Ontario College Graduate Certificate program for implementation Fall, 2024.

CARRIED

8.2 Digital Marketing – New Program Proposal

The School of Business and Information Technology is proposing the development and Fall 2024 launch of a one-year, two-semester, Ontario College Graduate Certificate in Digital Marketing.

The Certificate in Digital Marketing has been strategically designed to address the emerging needs of students and professionals seeking to acquire relevant skills in the swiftly changing digital landscape. The program will center on the nuances involved in crafting an engaging digital customer experience, delving into the core elements of diverse digital channels. Participants will explore digital strategies, tactics, and pertinent analytics to foster a comprehensive understanding of the digital landscape.

Fleming College is set to achieve a remarkable milestone as the first Ontario College to secure accreditation from the prestigious Digital Marketing Institute (DMI). DMI is renowned as the global benchmark for digital marketing education and is the leading international certification and professional body within the digital marketing industry.

The program will initially be offered as a full cost recovery (unfunded) program to facilitate a quick implementation and launch.

With a Fall 2024 launch, revenue in fiscal year one is estimated at \$1,081,216 increasing to \$2,402,703 by year three and increasing to \$3,483,919 in year 5 when meeting enrollment targets.

MOTION: That the Board of Governors approve the program proposal, development and launch of a new *Digital Marketing* Ontario College Graduate Certificate program for implementation Fall, 2024.

CARRIED

8.3 Paralegal – Program Instructional Setting Modification

The School of Health and Community Services is seeking approval to modify the instructional settings of the Paralegal (PLG) Ontario College Diploma.

The program is accredited with the Law Society of Ontario (LSO), the governing body of paralegals, which has recently made changes to their program accreditation requirements. The LSO now requires a mandatory field placement of 240 hours starting September 2024. This requirement has resulted in an increase from 160 hours to 240 hours of field placement in Fleming’s Paralegal program.

The Ministry of Colleges and Universities (MCU) requires any change in instructional settings hours that exceeds 25% to be reported to and approved by the Ministry. Therefore, the School is seeking Board approval to implement this change by September 2024.

MOTION: That the Board of Governors approve the instructional settings modification of the *Paralegal (PLG) Ontario College Diploma* for implementation Fall semester, 2024.
CARRIED

10.0 10-Day Enrollment Report

S. Gosselin provided a presentation overviewing enrollment at Winter Semester Day 10. All semesters saw 3173 domestic students and 4623 (59 percent) International Students at home campuses, with 5205 at Fleming College Toronto.

11.0 Board Chair Report

No report.

The meeting was declared closed at 9:50a.m

Signed as approved:

Karen Jensen
Vice-Chair
Fleming College Board of Governors



Board of Governors

Briefing Note



Topic: Finance and Audit Committee Report
Report To: Public Board Meeting
Meeting Date: March 27, 2024
Prepared By: Trish Matthews, Director Corporate Affairs, Governance and Risk Management

Recommendation

That the Board of Governors receive the March 13, 2024 Finance and Audit Committee Report for information.

Overview

Financial Position Reports – January 30 30, 2023

The Committee reviewed and discussed Financial Position Reports as at January 30, 2023.

Analysis of the year-to-date financial data forecasts a year end surplus of \$38.4M. The College has seen significant increases in enrolment, both at the home campuses and the Fleming College Toronto (FCT) campus, which is driving the significant increase in expected surplus relative to budget. The forecast is approximately \$14M better than that noted in the November update.

- Full-time tuition revenues are projected to be \$5.1M higher than the budget, almost entirely due to international tuition;
- Public Private Revenue – is forecast to be higher than budget by \$13.0M, based on better-than-expected enrolment;
- Salaries and benefits are expected to decrease \$7.8M compared to budget - delayed hiring and/or unexpected vacancies resulting in some temporary savings.

Committee recommendations to the Board of Governors are included in the appended briefing note.

2024-2025 Budget

Management has built a very robust business model that has allowed detailed financial planning and analysis over the next 3 years.

Post Graduate Work Permit impact and International student cap distribution to individual institutions has not been finalized, however, it has been noted that the result would be a significant impact on international student tuition.

The 24-25 budget is proposed as revenues over expenditures of \$5.2M.

We have not received confirmation from the Ministry on whether corridor or SMA3 grants will be frozen and as such, an allowance has been made for these potential adjustments.

Tuition has been budgeted based on the enrolment plan under the assumption that domestic tuition fees will remain frozen and international tuition fees will not increase.

Committee recommendations to the Board of Governors are included in the appended briefing note.

Century Transportation Contract

Century Transportation is utilized mainly by SENRS programs and our student athletes and comes with an annual spend of approximately \$330k.

The college is currently operating under a 2-year contract with Century Transportation that began on March 31, 2022 and expires on February 29, 2024. The contract is under a collaborative agreement through OEEM which is in effect until July 31, 2026, with an option to extend for an additional 5 years. Management recommends renewing for the duration of the OEEM contract and its extension period.

Committee recommendations to the Board of Governors are included in the appended briefing note.

Student Association Financials – FSA and SAC

The Frost Student Association (FSA) and Sir Sanford Fleming College Student Administrative Council (SAC) annual audited financial statements as at March 31, 2023 are received by the Board for information purposes.

The FSA and SAC are separate entities that are not included in the College's financial statements; however, they are related entities and accordingly the College have access – for review purposes – to their respective financial statements.

The 2023 year-end audited financial statements are appended.

Supporting Documentation

- Briefing Note: Financial Position Reports – January 30, 2024
- Financial Statements
- Briefing Note: 2024-2025 Budget
- Briefing Note: Century Transportation
- Briefing Note: FAC and SAC Financial Statements
- FAC and SAC Audited Financial Statements



Board of Governors

Briefing Note



Topic: Financial Reports for the (10) Months Ending January 2024

Report To: Public Board Meeting

Date: March 27, 2024

Prepared By: Drew Van Parys, EVP, Corporate Services
Greg Edwards, Interim VP, Finance
Leah Koehler, Manager Financial Planning and Analysis

Overview

This Briefing Note provides an overview of the financial reporting package for the (10) months ended January 2024. Included in the package is the Statement of Revenue and Expenditures, Cash Flow Projection, Balance Sheet as of January 2024, and forecasted financial health indicators.

Analysis of the year-to-date financial data forecasts a year end surplus of \$38.4M, with changes to budget noted below. At a high-level, the College has seen significant increases in enrolment, both at the home campuses and the Fleming College Toronto (FCT) campus, which is driving the significant increase in expected surplus relative to budget. This forecast is approximately \$14M better than that noted in the November update. Key changes from November include:

Increased Tuition Revenue	\$5.2M
Increased Other Income	1.0M
Increased Public Private Partner Revenue	13.0M
Decreased Grant Revenue	(1.2M)
Decreased Salaries and Benefits	7.8M
Decreased Operating Expenses	0.5M
Increased Public Private Partner Expenses	<u>(12.3M)</u>
Total	\$14.0M

Statement of Revenue an Expenses – year-over year (YOY) comparison

Total revenues have increased YOY by \$143.7M. The largest driver of this increase (\$90.7M) is attributable to the FCT – pursuant to our Public-Private Partnership (Private Career College). The comparative period reflects the first semester of operations of FCT, who had approximately 400 students in its initial intake vs over 4,500 students in the Winter 2024 semester.

Home campus tuition is up, YOY, by \$39.7M, based on strong increases in international enrolment. The table below provides a summary of enrolment relative to budget:

Term	Budget		Actual		Variance	
	International	Domestic	International	Domestic	International	Domestic
Spring	1328	909	1630	947	302	38
Fall	2175	3418	3810	3249	1635	-169
Winter	2344	3435	4635	3118	2291	-317
Total	5847	7762	10075	7314	4228	-448

Other income is a large contributor to the YOY increase in total revenue, showing a \$14.4M increase over the comparative period. The increase in other income is due to (a) increased interest income – as the College takes advantage of short-term investment opportunities because of increased cash balances, and (b) increased ancillary fees resulting from increased enrolment.

Total expenses have increased \$94.1M in the current year-to-date as compared to the prior year. The majority of this change is related to payments for the operation of FCT – accounting for \$71.1M of the increased expenses. As noted above, this increase is due to (a) FCT commencing operations in the Fall 2022 semester, and (b) the significant enrolment growth at FCT.

Total non-salary operating expenses have increased in the current YTD period by \$11.4M as compared to the prior period. This increase is primarily attributable to variable expenses related to enrolment, such as instructional support and international payments (consisting of agent commissions and the premiums on international student health insurance).

Salaries and Benefits have increased \$10.3M in the current period as compared to the prior period. The increase is primarily attributable to retroactive payments pursuant to Bill 124 being struck down, increased part-time academic costs resulting from increased section sizes due to higher enrolment and new hiring pursuant to the Complement Management Working Group.

Balance Sheet

The following information explains key variances (>\$750K) on the balance sheet:

Cash and Investments – increase of \$91.9M over the previous year, driven by increased international enrolment. We continue to expand our short-term investments to match deferred revenue, taking advantage of student prepayments to generate incremental interest income.

Accounts receivable – the year-over year increase of \$3.5M primarily represents winter term student receivables, for which payments are ongoing. The increase is attributable to increased enrolment.

Prepaid and Inventory – Prepays have increased \$4.9M over the prior year primarily due to prepayment of fees to our public-private partner related to the Toronto campus. As per our agreement, the College must prepay a portion of estimated fees for the following semester.

Restricted and long-term investments – decrease of \$4.8M as compared to the prior year due to the transfer of non-Ministry funded endowments to the Fleming Foundation in August of the current year.

Accounts payable - increase of \$30.6M compared to the prior year due to an accrual of expected payment to our public-private partner related to the Toronto campus. This payment will be finalized early in March 2024.

Accrued payroll – increase of \$0.9M compared to the prior year due to the timing of pay cycles.

Deferred revenue – increase of \$18.2M over the comparative period. Deferred revenue largely consists of prepayment of tuition by international students. As enrolment has increased, so too has deferred revenue.

Forecast - Statement of Revenue and Expenditures

The following provides a high-level commentary regarding areas where forecast is different to budget by greater than \$750K. Note that expenses related to SSM, and externally funded projects are essentially ‘flow-through’ in the sense that there are offsetting revenues and expenses – and accordingly have been omitted from the below discussion.

Tuition revenue – Full-time tuition revenues are projected to be \$5.1M higher than the budget, almost entirely due to international tuition.

Public Private Revenue – is forecast to be higher than budget by \$13.0M, based on better-than-expected enrolment. Enrolment was budgeted at 8,567 students in March 2023, updated to 10,097 students in budget update and is projected to be 11,887, subject to finalizations with the private partner. This is offset by higher-than-expected expenses relative to the public private partnership.

Salaries and Benefits – in aggregate salaries and benefits are expected to decrease \$7.8M compared to budget. While the College has many positions approved by our Complement Management process, many of the positions have delayed hiring and/or unexpected vacancies resulting in some temporary savings in both full-time administrative and support positions. Academic part-time savings are due to optimization of section sizes. While enrolment increased, the section sizes were carefully managed and resulted in lower overall expected part-time academic costs. Given the very high intake in both the fall and winter semesters we included conservative estimates regarding cost to teach in the budget.

Finance and Banking- this line includes recovery of existing resources through funded projects. Much of the work under these projects takes place in the latter half of the fiscal year, and accordingly we are seeing larger than expected recovery of College expenses through these projects. The pre-apprenticeship program is an example of a funded project that results in reallocation during the latter stages of the year, reducing overall expenses.

Financial Ratios/Indicators

The below table sets out the financial health indicators for Fleming, based on projected results for fiscal 23-24.

Ratio	Benchmark	Projected March 31/24	Pass/Fail
Annual Surplus	> \$0	\$38M	Pass
Accumulated Surplus	> \$0	\$79M	Pass
Quick Ratio	>= 1.0	5.5	Pass

Total Debt to Asset Ratio	<= 35%	11.3%	Pass
Debt Servicing Ratio	<= 3%	0.6%	Pass
Net Assets to Expense Ratio	>= 60%	61%	Pass
Surplus (Deficit) to Revenue Ratio	>= 1.5%	13%	Pass

Alignment with Fleming College's Strategic Direction and the Strategic Mandate Agreement

Strengthen Flemings financial health and sustainability to ensure new/existing programs, services and infrastructure is supported, funded and optimized.

Risks and Considerations

External Environment
 Internal Environment
 Financial
 Human Resources
 Information Technology
 Legal
 Operational
 Strategic
 N/A

Supporting Documentation

- Statement of Revenue and Expenditures for the ten (10) months ending January 2024
- Cash Flow Projection for the year ending March 31, 2024
- Balance Sheet as of January 2024
- Financial Health Indicators as of January 2024

FLEMING COLLEGE

Attachment 1 - Statement of Revenue and Expenditures

For the 10 months ending January 31, 2024

	Current Year			Prior Year		Forecast	
	Actual To 31-Jan-24	Budget Update 31-Mar-24	Budget \$ Remaining	Actual To 31-Jan-23	Actual 31-Mar-23	Fiscal Year Projection	Projected Variance
Revenue							
Operating Grants	\$ 35,303,921	\$ 45,544,042	\$ 10,240,122	\$ 35,876,648	\$ 47,764,004	\$ 44,371,211	\$ (1,172,831)
Domestic Full-time Tuition	12,442,991	12,481,792	38,801	12,462,285	12,425,743	12,211,716	(270,076)
International Full-time Tuition	75,055,617	69,345,991	(5,709,627)	35,418,240	34,408,246	74,419,563	5,073,573
Full-time Tuition	87,498,609	81,827,783	(5,670,826)	47,880,525	46,833,989	86,631,279	4,803,496
Part-time and Other Tuition	3,080,802	2,775,119	(305,682)	3,073,860	3,022,769	3,119,202	344,082.45
Student Tuition Fees	90,579,410	84,602,902	(5,976,508)	50,954,385	49,856,758	89,750,481	5,147,579
Other Income	29,856,648	30,448,575	591,927	15,449,555	20,826,190	31,404,785	956,210
Amortization of Deferred Capital Contributions	3,695,952	4,799,850	1,103,898	3,810,160	4,760,730	4,799,850	-
Total Operating Revenues	159,435,931	165,395,369	5,959,438	106,090,748	123,207,683	170,326,327	4,930,958
Service System Management	14,863,047	17,051,331	2,188,284	13,802,481	15,952,366	17,051,331	-
Tuition Holdback & Ministry Bursaries	1,589,032	2,550,000	960,968	1,378,426	2,199,867	2,550,000	-
Externally Funded Special Projects	7,417,786	10,141,606	2,723,820	9,330,155	12,445,154	10,141,606	-
Ancillary Operations	6,229,834	5,623,715	(606,119)	5,772,042	5,897,516	5,623,715	-
Private Career College	96,556,453	86,339,545	(10,216,908)	5,924,607	18,669,791	99,340,524	13,000,979
Total Revenue	\$ 286,092,083	\$ 287,101,566	1,009,484	\$ 142,298,459	\$ 178,372,378	\$ 305,033,503	\$ 17,931,937

FLEMING COLLEGE

Attachment 1 - Statement of Revenue and Expenditures

For the 10 months ending January 31, 2024

	Current Year			Prior Year		Forecast	
	Actual To 31-Jan-24	Budget Update 31-Mar-24	Budget \$ Remaining	Actual To 31-Jan-23	Actual 31-Mar-23	Fiscal Year Projection	Projected Variance
Expenditures							
Salaries and Benefits							
Academic, Full Time	\$ 20,964,495	\$ 25,063,523	\$ 4,099,028	\$ 19,440,849	\$ 23,254,382	\$ 24,827,651	\$(235,872)
Administration, Full Time	9,669,727	13,091,540	3,421,813	8,001,177	10,360,318	12,286,186	(805,354)
Support, Full Time	13,069,031	16,562,600	3,493,569	12,096,218	14,552,594	15,708,577	(854,023)
Salaries, Full Time	43,703,253	54,717,663	11,014,410	39,538,244	48,167,294	52,822,414	(1,895,249)
Academic, Part Time	14,621,611	23,262,811	8,641,200	10,757,785	14,410,298	18,765,578	(4,497,233)
Other, Part Time	2,138,670	3,865,335	1,726,665	1,547,409	1,960,960	3,865,335	-
Salaries, Part Time	16,760,281	27,128,146	10,367,865	12,305,194	16,371,258	22,630,913	(4,497,233)
Benefits	13,157,375	18,541,700	5,384,325	11,468,089	14,417,562	17,148,343	(1,393,357)
Total Salaries and Benefits	73,620,909	100,387,509	26,766,601	63,311,527	78,956,114	92,601,671	(7,785,839)
Non-Salary Expenses							
Instructional support	6,450,897	7,410,768	959,872	4,708,329	5,455,044	7,751,815	341,047
Travel and Professional Development	1,162,675	1,756,934	594,260	715,791	1,067,913	1,752,794	(4,140)
Advertising	1,607,669	1,971,746	364,077	1,388,587	1,784,137	1,729,066	(242,680)
Telephone, Audit, Legal & Insurance	927,140	1,743,746	816,606	2,844,465	1,777,871	1,743,746	0
Equipment Maintenance	584,490	913,194	328,704	442,605	703,424	913,194	-
Plant and Security	3,275,486	3,686,044	410,557	1,882,331	3,692,006	4,318,585	632,541
Rentals and Taxes	654,884	855,706	200,822	632,723	687,245	855,706	-
Utilities	1,739,104	2,925,850	1,186,746	1,550,287	2,742,887	2,925,850	0
Contract Services Trent	-	2,865,258	2,865,258	-	2,755,375	2,865,258	-
Finance and Banking	(209,536)	641,838	851,374	(1,120,731)	(2,229,879)	(431,753)	(1,073,591)
International Payments	9,289,551	15,079,799	5,790,248	2,399,864	7,046,129	15,654,386	574,588
Service Fees	4,267,389	6,825,592	2,558,203	2,911,912	4,886,181	6,084,128	(741,464)
Long Term Debt Interest	96,524	112,000	15,476	108,751	136,901	112,000	-
Amortization of Capital Assets	5,461,562	6,671,446	1,209,884	5,464,007	6,856,232	6,671,446	-
Total Non-Salary Expenses	35,307,834	53,459,921	18,152,087	23,928,922	37,361,466	52,946,222	(513,699)
Total Operating Expenditures	108,928,743	153,847,430	44,918,687	87,240,449	116,317,580	145,547,892	(8,299,538)
Investments	1,065,123	5,171,345	4,106,222	662,503	1,081,705	4,996,345	(175,000)
Service System Management	14,496,577	16,630,816	2,134,239	13,365,350	15,493,430	16,630,816	-
Tuition Holdback & Ministry Bursaries	1,589,032	2,550,000	960,968	1,380,426	2,199,867	2,550,000	-
Externally Funded Special Projects	7,458,540	10,140,956	2,682,416	8,713,368	12,184,165	10,315,956	175,000
Ancillary Operations	4,062,300	4,998,910	936,610	3,193,121	4,879,920	4,985,055	(13,855)
Private Career College	75,658,133	69,360,043	6,298,090.34	4,602,280	15,839,380	81,635,248	12,275,206
Net Asset Adjustment	-	-	-	-	419,177	-	-
Total Expenditures	\$ 213,258,449	\$ 262,699,500	\$ 49,441,051	\$ 119,157,497	\$ 168,415,225	\$ 266,661,312	\$ 3,961,813
Net	\$ 72,833,634	\$ 24,402,066	\$(48,431,567)	\$ 23,140,962	\$ 9,957,153	\$ 38,372,191	\$ 13,970,125

FLEMING COLLEGE

Attachment 2 - Cash Flow Projection

For the year ending March 31, 2024

	Projected 31-Mar-24
Revenue	305,033,503
Expenditures	266,661,312
Net	38,372,191
Cash Flow	
Opening Cash	56,958,704
Change as per Income Statement	
Net Income	38,372,191
Non Cash: Amortization Expense	7,363,409
Non Cash: Amortization of Deferred Capital Contributions	(4,799,850)
Change as per Balance Sheet	
LTD Principal Repayments	(1,696,990)
Capital Purchases	(14,724,115)
Capital Grants Received	5,246,916
AP	(2,710,210)
AR and Prepays	(1,019,763)
Investments	(22,795,940)
Deferred fees	(1,404,484)
Ending Cash	58,789,868

FLEMING COLLEGE

Attachment 3 - Balance Sheet

As at January 31, 2024

	Actual as at 31-Jan-24	Actual as at 31-Jan-23	Change	Projected 31-Mar-24	Actual as at 31-Mar-23
Assets					
Current assets:					
Cash	128,527,375	55,511,322	73,016,053	58,789,868	56,958,704
Investments	108,994,125	90,052,442	18,941,683	125,000,000	102,204,060
Grants and reimbursements receivable	2,551,568	1,890,974	660,594	4,800,000	5,797,298
Accounts receivable	7,035,806	3,571,361	3,464,445	6,513,130	7,239,006
Inventory and prepaid expenses	7,496,563	2,582,856	4,913,707	5,935,737	3,679,670
Due from FCI	486,870	86,799	400,071	486,870	
Total Current assets	255,092,308	153,695,755	101,396,553	201,525,605	175,878,738
Restricted and long-term investments	7,321,905	12,134,101	(4,812,196)	8,340,992	12,778,968
Capital assets	119,131,093	112,963,761	6,167,331	121,908,660	114,547,954
Total Assets	\$ 381,545,306	\$ 278,793,617	\$ 102,751,688	\$ 331,775,257	\$ 303,205,660

FLEMING COLLEGE

Attachment 3 - Balance Sheet

As at January 31, 2024

	Actual as at 31-Jan-24	Actual as at 31-Jan-23	Change	Projected 31-Mar-24	Actual as at 31-Mar-23
Liabilities, Deferred Contributions and Net Assets					
Current liabilities:					
Accounts payable and accrued liabilities	42,877,340	12,300,615	30,576,725	24,128,248	24,128,248
Accrued payroll and employee benefits	10,209,970	9,287,767	922,203	11,048,400	12,156,631
Grants received in excess of entitlements	897,151	1,069,118	(171,967)	1,067,600	4,986,228
Deferred revenue	110,686,401	92,493,714	18,192,686	111,596,900	110,684,735
Current portion of long-term debt	106,280	103,529	2,751	1,354,344	1,312,991
Total Current liabilities	164,777,142	115,254,743	49,522,398	149,195,492	153,268,833
Long-term debt	8,237,363	9,550,353	(1,312,990)	6,499,020	8,237,363
Employee future benefits	4,164,300	3,629,000	535,300	4,164,300	4,164,300
Asset retirement obligation	1,116,919	-	1,116,919	1,116,919	1,116,919
Deferred contributions:					
Expense of future periods	1,591,833	2,336,159	(744,325)	3,502,073	3,502,073
Deferred capital contributions	83,078,498	83,652,823	(574,325)	84,126,752	83,679,686
	84,670,331	85,988,982	(1,318,650)	87,628,825	87,181,759
Net assets:					
Invested in capital assets	23,850,382	22,968,956	881,426	32,461,012	23,850,382
Internally restricted	90,000	80,000	10,000	90,000	90,000
Unrestricted net assets:					
Operating:	-	-	-	-	-
Opening balance	26,891,404	17,406,500	9,484,904	14,661,700	25,835,889
Excess of revenue over expenditures	72,833,634	23,140,962	49,692,672	40,935,750	-
Employee future benefits	(4,164,300)	(3,629,000)	(535,300)	(4,164,300)	(4,164,300)
Vacation pay accrual	(5,572,206)	(5,688,329)	116,123	(5,572,206)	(5,572,206)
Sick leave gratuity	-	-	-	-	-
Derivative accrual	-	-	-	-	-
Restricted for endowment	5,705,851	10,091,450	(4,385,600)	4,758,745	9,196,721
Accumulated remeasurement gain	(1,055,514)	-	(1,055,514)	-	-
	118,579,251	64,370,539	54,208,711	83,170,701	49,236,486
Total Liabilities, Deferred Contributions and Net Assets	\$ 381,545,306	\$ 278,793,617	\$ 102,751,688	\$ 331,775,257	\$ 303,205,660

FLEMING COLLEGE
Attachment 4 - Financial Health Indicators
As at January 31, 2024

Ratios	Benchmarks	Current Year		Prior Year	
		Projected 31-Mar-24	Actual 31-Jan-24	Actual 31-Mar-23	Actual 31-Mar-22
Annual Surplus/(Deficit) (in millions of \$)	> \$ 0	\$ 38	\$ 73	\$ 10	\$ (1)
Accumulated Surplus/(Deficit) (in millions of \$)	> \$ 0	\$ 79 Pass	\$ 114 Pass	\$ 41 Pass	\$ 31 Pass
Quick Ratio	> 1:1	5.5 Pass	4.8 Pass	4.7 Pass	2.6 Pass
Debt to Assets Ratio	< 35.0 %	11.3% Pass	14.2% Pass	17.0% Pass	23.5% Pass
Debt Servicing Ratio	< 3.0%	0.6% Pass	0.5% Pass	1.2% Pass	1.0% Pass
Net Assets to Expense Ratio	> 60.0%	61.0% Pass	92.4% Pass	73.5% Pass	82.5% Pass
Net Income to Revenue Ratio	> 1.5%	12.6% Pass	25.5% Pass	5.6% Pass	(0.8%) Fail



Board of Governors

Briefing Note



Topic: 2024-2025 Preliminary Budget
Report To: Public Board Meeting
Date: March 27, 2024
Prepared By: Drew Van Parys, EVP, Corporate Services
 Greg Edwards, Interim VP Finance Director, Financial Services & Controllershship
 Leah Koehler, Manager, Financial Planning and Analysis

Overview

The attached documents outline the proposed budget, presented for Board of Governors approval, for the year ended March 31, 2025.

Financial Snapshot

	24-25 BUDGET	23-24 FORECAST	22-23 ACTUAL	21-22 ACTUAL
Student Tuition	82.9	89.8	49.9	37.4
Grant and SSM	66.9	66.2	68.5	68.5
Other Revenue	44.3	49.7	41.3	32.4
PCC Revenue	66.4	99.3	18.7	-
Total Revenue	260.5	305.0	178.4	138.3
Salaries & Benefits	98.5	92.6	79.0	75.0
Non-Salary Operating	101.5	92.5	73.6	64.3
PCC Expenses	55.3	81.6	15.8	-
Total Expenditures	255.3	266.7	168.4	139.3
Net	5.2	38.3	10.0	1.0

Background and Key Assumptions

The College sector has been subject to the financial implications of a tuition roll-back and subsequent freeze for domestic students for the past several years. In order to ensure financial sustainability, the sector has turned to international students, both at home campuses and through public-private partnerships.

In late January 2024 Immigration, Refugees and Citizenship Canada (IRCC) announced implementation of a temporary cap on the number of international students who are issued study visas. This announcement came just days after a draft budget for 24-25 was presented to the President. The actual cap distribution to individual institutions has not been finalized, however, it has been noted that the result would be a significant reduction of study visas relative to recent years. This means that there will be a significant impact on home campus international student tuition. That said, the caps will not impact current study permit holders.

IRCC also implemented changes to eligibility criteria for Post Graduation Work Permits (PGWP) which means that students who attend public-private partnerships will no longer be eligible for the PGWP. This will effectively mean the wind-down of Flemings' Private Career College (PCC) – which has been a significant contributor to revenue growth over the past few years, as illustrated above.

The province has made recent announcements regarding financial support to the sector. At this time, we do not know the final impact to the College, and accordingly have not included any of this financial support in the budget.

In response to this major change, Fleming College has built a very robust business model that has allowed detailed financial planning and analysis over the next 3 years (and we are working on expanding to reach out to the 5–10-year timeframe). A summary of the 3-year outlook, under 3 enrollment scenarios, is included in this briefing note.

We have used the model, with the following key assumptions, to build the budget being presented today. The model is incredibly flexible, and we intend to update as new information becomes available.

Key assumptions:

- a. Flow through of existing international students, for domestic student enrollment plan was carried forward from the original draft 24-25 budget.
- b. An estimated intake based on an annual international cap of 2250 students. This estimate is based on the best information we have available currently and would represent approximately 50% reduction to the current international student population.
- c. Provincial support regarding the above noted announcement has not been included in the budget.
- d. Inflation has been applied to salaries and operating expenses at a rate of 2-3% depending on the nature of the expense and contractual obligations.
- e. Significant funds have been set aside to support the new strategic plan (currently under development).
- f. Significant investment in capital and maintenance to utilize the financial success from the current and previous year to best position Fleming for the future.

Statement of Revenue and Expenditures

The 24-25 budget is proposed as revenues over expenditures of \$5.2M. Relevant analysis and background details supporting the budget are as follows. Details can be found in Attachment 1 – Statement of Revenue and Expenditures.

Revenues

Operating Revenues

Grants and reimbursements have returned to pre-pandemic levels and exclude many of the one-time allocations the College received during the pandemic. We have not received confirmation from the Ministry on whether corridor or SMA3 grants will be frozen and as such, an allowance has been made for these potential adjustments.

Tuition has been budgeted based on the enrolment plan under the assumption that domestic tuition fees will remain frozen and international tuition fees will not increase. Recall that, at the previous F&A meeting, the proposals to hold international tuition were discussed and accepted. Note that, despite the estimated reduced intake re: International cap, tuition revenue is only budgeted to fall \$6.8M. This is because of the record-setting intake of international students during Fall '23 and Winter '24. Part-time tuition has been budgeted based on estimates from each School and the amounts continue to grow relative to historical levels.

Other income consists of college ancillary operations, fee for service, fundraising, interest income and student fees. Other income is expected to fall by \$6.7M, a large driver of this is due to reduced interest income as a result of (a) reduced cash balances primarily due to the winding down of deferred revenue, and (b) assumptions regarding lower interest rates during '24-25.

Non-Operating Revenues

SSM, tuition holdback & ministry bursaries, and externally funded special projects primarily net out to zero in this financial presentation. Overhead charges from these projects are captured within the finance and banking operating expense line.

Ancillary operations include residence, residence life and parking. Residence revenues have been budgeted based on historical occupancy rates and approved residence fees for 24-25. Parking revenues have been budgeted based on estimates, showing slight increases year-over-year, based on recent demand.

Private career college revenues have been calculated based on flow through of current enrollment and a small intake in the summer term.

Expenditures

Operating Expenditures

Full-time salaries have been calculated based on divisional staff plans with the assumption that rates will increase in accordance with collective agreements.

Part-time salaries consist primarily of academic costs. The ratio of part-time salaries compared to tuition has been calculated based on historical actual costs and planned enrolment.

Instructional support consists of academic supplies and support that are directly tied to teaching. These costs are expected to increase because of both inflationary pressures, as well as investing in necessary technical maintenance that has been deferred for some time.

Travel and PD are increased relative to current year projections, with much of this being related to much needed investment in human capital and development.

International payments have increased to reflect additional enrolment, including increased international health insurance costs and international agent commissions. Agent commissions are payable for the first two semesters of enrolment and while agent agreements vary, they are typically based on 18% of tuition revenues. Agent commissions have been budgeted using this calculation and the assumption that approximately 90% of students use an agent. International health insurance costs have been subject to very high rates of inflation over the past several years, consistent with the increases in all insurance products. International health insurance is directly offset by fees charged to students.

Non-Operating Expenditures

As noted above, SSM, tuition holdback & ministry bursaries, and externally funded special projects primarily net out to zero in this financial presentation. As such, no commentary is provided on these balances.

Investments include major maintenance projects that do not meet the definition of capitalization for accounting purposes. The total investments have significantly increased over both the current period and historical actuals. This is due to many functional areas needing critical maintenance – including academic, IT, and facilities. Major categories of maintenance include:

a) Building repairs and maintenance	1.3M
b) IT refresh and maintenance	2.4M
c) Academic upgrades	1.2M
d) Strategic initiatives – new strat plan	3.0M

Ancillary operations under this budget have increased costs associated with ‘refreshing’ the residences as both Frost and Sutherland projects that were not prioritized in the prior years.

Private career college expenses consist of the contract teaching services we pay to Trebas, our private partner.

Capital

The Capital Investment Plan (see Attachment 3) contains a summary of items that are budgeted for the ‘23-24 fiscal period. This list consists only of items that are identified as capital (not an expense – those are included in ‘investments’ as noted above) based on our Capital Assets policy. The projection includes \$23.3M of total purchases, including an estimate of the remaining balance on the Haliburton residence project. Based on historical estimates of actual funding level the budget has assumed that \$1.4M of purchases will be funded through external funding programs (i.e., capital grants).

The Capital Listing was established by having significant discussions with the Capital Budget Working Group which prioritized and agreed to a final listing of budgeted purchases. The capital budget is quite expansive compared to historical spending levels. The College believes that it is critical that we take the opportunity to use the strong performance from the past 2 fiscal years to make investments in projects to ensure the best student experience and improve overall efficiency.

Balance Sheet and Cash Forecast

A projected Balance Sheet and Statement of Cash Flows is presented in Attachment 2. These projections note a positive cash outcome for the budgeted year. However, as noted above, the effect of the large capital budget is a drawdown of the year-over-year cash balance.

3-year Outlook – Scenario Analysis

As noted under key assumptions, Fleming has a robust model that allows us to forecast, based on a number of variables, for a 3-year period.

The following provides a summary of the revenues, expenditures and net surplus/(deficit), based on 3 enrollment scenarios:

Scenario 1: Lower outcome – Int'l cap at 2000 students

Scenario 2: Best estimate outcome – Int'l cap at 2250 students (*proposed 24/25 Budget*)

Scenario 3: Higher case outcome – Int'l cap at 2500 students

\$M	Scenario 1 - Lower (2000)			Scenario 2 - Best Estimate (2250)			Scenario 3 - Higher (2500)		
	FY 25	FY 26	FY 27	FY 25	FY 26	FY 27	FY 25	FY 26	FY 27
Revenue									
Student Tuition	80.9	62.2	61.8	82.9	66.5	66.1	85.2	70.7	70.4
Grant and SSM	67.0	68.0	68.1	66.9	67.7	67.8	66.8	67.5	67.6
Other Revenue	44.0	41.0	41.1	44.3	41.9	42.0	44.6	42.8	42.8
PCC Revenue	66.4	2.4	-	66.4	2.4	-	66.4	2.4	-
Total Revenue	258.3	173.6	171.0	260.5	178.5	175.9	263.0	183.4	180.8
Expenditures									
Salaries and Benefits	98.1	97.5	100.4	98.5	98.4	101.3	98.8	99.3	102.1
Non-Salary Operating	101.1	91.0	91.1	101.5	92.4	92.4	102.1	93.7	93.8
PCC Expenses	55.3	1.9	-	55.3	1.9	-	55.3	1.9	-
Total Expenditures	254.5	190.4	191.5	255.3	192.7	193.7	256.2	194.9	195.9
Net Surplus(Deficit)	3.8	(16.8)	(20.5)	5.2	(14.2)	(17.8)	6.8	(11.5)	(15.1)

Key observations:

- Student tuition is directly related to enrollment. We have assumed historical retention rates.
- Grant and SSM slightly changes between enrollment scenarios due to the international student recovery fee in the core operating grant.
- Other revenue varies due to ancillary revenues (e.g. ancillary fees)
- Salaries and Benefits increase with enrollment due to part-time academic teaching costs. Historical part-time per student rates have been embedded into the model.
- Non-salary operating costs vary due to academic supply costs as well as agent commissions and international health insurance.
- PCC revenues and expenses have been calculated based on estimated flow-through of existing enrollment, including a small intake in Summer '24. Our model is currently built on the assumption that the IRCC announcement will result in public-private partnerships 'teaching out' the current enrollment.
- On the basis that the framework and allocation has not been published, provincial support for the sector, as discussed under key assumptions above, has not been included in the model.

The net deficit over the 3-year period noted above ranges from (\$33.5M) to (\$19.8M). College management is actively pursuing several initiatives and strategies to mitigate the forecasted deficits in FY26 and FY27. A comprehensive financial sustainability plan will be brought forward for discussion in the short term.

Alignment with Fleming College's Strategic Direction and the Strategic Mandate Agreement

Planning for the College financial health with appropriate resource allocation to fund strategic priorities.

Risks and Considerations

External Environment Internal Environment Financial Human Resources
 Information Technology Legal Operational Strategic N/A

Supporting Documentation

- Attachment 1 – Statement of Revenue and Expenditures
- Attachment 2 – Balance Sheet and Statement of Cash Flows
- Attachment 3 - Capital Investment Plan > \$50,000 Report



Board of Governors

Briefing Note



Topic: Century Transportation Contract Renewal
Report To: Public Board Meeting
Meeting Date: March 27, 2024
Prepared By: Drew VanParys, Executive Vice President – Corporate Services
 John Pacey, Director Financial Analytics

Recommended Motion

That the Board of Governors approve execution of OECM Collaborative Agreement with Century Transportation, with an estimated contract value of approximately \$2.2 million, effective through July 31, 2026, plus 5-year extension option.

Overview

Century Transportation is utilized mainly by SENRS programs and our student athletes and comes with an annual spend of approximately \$330k.

The college is currently operating under a 2-year contract with Century Transportation that began on March 31, 2022, and expires on February 29, 2024. The contract is under a collaborative agreement through OECM which is in effect until July 31, 2026, with an option to extend for an additional 5 years. Management recommends renewing for the duration of the OECM contract and its extension period.

Current rates have been fixed since March 2022, and under the contract renewal would see an increase of 9% effective immediately and fixed for the next 2 years. The OECM contract has had two increases since contract execution of 12% and 5%, meaning the fixed rate we would be getting for the next two years is a savings of 7% over the current OECM rate.

Rates would increase by the higher of either 3% per year or the Consumer Price Index (CPI) for any years beyond July 2026.

The estimated value of this contract is approximately \$2.2 million based on current activity at the College. Under the contract there is no minimum required spend and all costs will be based on actual transportation use.

Risks and Considerations

External Environment
 Internal Environment
 Financial
 Human Resources
 Information Technology
 Legal
 Operational
 Strategic
 N/A

Supporting Documentation

- Contract

SCHEDULE 2 – CUSTOMER-SUPPLIER AGREEMENT

THIS CUSTOMER-SUPPLIER AGREEMENT ("CSA"), made in duplicate, for Chartered Transportation Services (Highway Motor Coach, Bus, Taxi or Limousine) as outlined in Request for Proposals OECM #2021-374 is effective as of the 1st day of March, 2022 (the "CSA Effective Date")

BETWEEN:

The Sir Sandford Fleming College of Applied Arts and Technology
(the "Customer")

- and -

Century Transportation Ltd.
(the "Supplier")

WHEREAS the Supplier entered into a Master Agreement with OECM referred to as OECM-2021-374-03 for the provision of Services;

AND WHEREAS the Customer has decided to become a Customer as defined under the Master Agreement by entering into this Customer-Supplier Agreement (the "CSA");

NOW THEREFORE in consideration of the mutual covenants, rights, obligations, and respective agreements set out below, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Master Agreement. When used in the CSA, the following words and phrases have the following meanings:

"Business Day" means Monday to Friday between the hours of 8:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act (Ontario)*, or as otherwise agreed to by the parties in writing;

"CSA Term" means the period of time from the CSA Effective Date first above written up **February 29, 2024**.

"Rates" means the applicable price for the Services, as defined in the Master Agreement.

ARTICLE 2 – THE MASTER AGREEMENT

- 2.1** This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2021-374-03.
- 2.2** All terms and conditions of the Master Agreement apply with the appropriate modifications to this CSA. In the event of a conflict or inconsistency between this CSA and the Master Agreement, the Master Agreement shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Customer-Supplier Agreement executed by the Supplier and a Customer may be less than the Rates set out in the Master Agreement.

ARTICLE 3 – REPRESENTATIVES FOR CUSTOMER-SUPPLIER AGREEMENT

- 3.1** The Supplier's representative for purposes of this CSA shall be:

Steve Collins
Telephone: (705) 748-6301
Email: stephenc@centurytransportation.ca;

3.2 The Customer representative for purposes of this CSA shall be:

Ken McLean, Purchasing Specialist
Fleming College – Sutherland Campus
599 Brealey Drive
Peterborough, ON K9J 7B1

Telephone: (705) 749-5520 x 1310
Email: ken.mclean@flemingcollege.ca

3.3 The OEMC representative for purposes of this CSA shall be:

- Customer Relationship Management
- Email: customersupport@oecm.ca
- Phone: 1-844-OECM-900 (1-844-632-6900)

ARTICLE 4 – CSA TERM

4.1 This CSA is effective as of the CSA Effective Date, and will, unless terminated earlier in accordance with the provisions of the Master Agreement or this CSA, terminate on **February 29, 2024**.

ARTICLE 5 – SERVICES, RATES AND PAYMENT PROCESS

5.1 The Supplier agrees to provide the Services to the Customer as described in the Master Agreement and as more particularly specified in Schedule 2 Appendix A – Services and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement.

5.2 The Supplier shall adhere to the timelines set out in Schedule 2 Appendix A – Services and Supplementary Provisions to this CSA.

5.3 The Customer hereby consents to the use by the Supplier of the Supplier’s Subcontractors and personnel (if any) named in Schedule 2 Appendix A – Services and Supplementary Provisions to this CSA.

5.4 The Customer may request changes to the particular CSA, which may include altering, adding to, or deleting any of the Services in order to reflect an increase or decrease in the kind, amount, or frequency of Services to be rendered. The Supplier shall comply with all reasonable Customer change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Services set out in the Master Agreement. Any changes requested must be authorized in writing by the Customer and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

ARTICLE 6 – RATES AND PAYMENT

6.1 The Customer shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out in Schedule 2 Appendix B – Rates of this CSA.

6.2 The Customer will pay the Supplier by way of **electronic funds transfer**. The CSA payment terms are net thirty (30) days.

6.3 The Supplier shall bill the Customer for Services in accordance with Article 4 of the Master Agreement, unless otherwise set out in Schedule 2 Appendix B – Rates to this CSA or in Article 6.1 above.

ARTICLE 7 – INSURANCE

7.1 The Supplier shall furnish a Certificate of Insurance to the Customer in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.

7.2 The Supplier shall ensure that the Customer is named as an additional insured party under the Supplier’s insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

ARTICLE 8 - NOTICES

8.1 Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Customer address to the attention of the Customer Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.

8.2 Notices shall be deemed to have been given:

- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
- (b) in the case of personal delivery or facsimile, or email, one (1) Business Day after such notice is sent in accordance with this paragraph.

8.3 In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice. Notices may only be provided by the methods contemplated in this Article.

ARTICLE 9 – TERMINATION

9.1 Termination by Either Party

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

9.2 Termination by Customer

The Customer shall be entitled to terminate the CSA, without liability, cost or penalty:

- (a) on written notice to the Supplier, if any Proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property;
- (b) on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- (c) on written notice to the Supplier, following the occurrence of any material change in the Customer's requirements which results from regulatory, or funding changes or recommendations issued by any government or public regulatory body;
- (d) at any time, without cause, by giving the Supplier at least sixty (60) days written notice; or,
- (e) in accordance with any provision of the Master Agreement or the CSA which provides for termination.

9.3 Supplier's Obligations on Termination

The Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) provide the Customer with a report detailing (i) the current state of the provision of Services by the Supplier at the date of termination; and (ii) any other information requested by the Customer pertaining to the provision of the Services and performance of the CSA;
- (b) execute such documentation as may be required by the Customer to give effect to the termination of the CSA; and,
- (c) comply with any instructions provided by the Customer, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

9.4 Supplier's Payment Upon Termination

A Customer shall only be responsible for the payment for the Services supplied on or before the CSA Effective Date of any termination of the CSA and for any Customer-unique Services in Supplier's inventory ordered at the specific request of the Customer (which such inventory shall be immediately delivered to the Customer). Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Services performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Customer may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.5 Termination in Addition to Other Rights

The express rights of termination in the CSA are in addition to and shall in no way limit any rights or remedies of the Customer or the Supplier under the CSA, at law or in equity.

9.6 Survival upon Termination

In the event that OEMC terminates the Master Agreement with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Master Agreement shall survive and continue to apply to this CSA.

ARTICLE 10 – PUBLICITY

10.1 Any publicity or publications related to this CSA or the provision of the Services shall be at the sole discretion of the Customer. The Customer may, in its sole discretion, acknowledge the Services of the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Customer without the prior written consent of the Customer.

ARTICLE 11 – LEGAL RELATIONSHIP BETWEEN CUSTOMER, SUPPLIER AND THIRD-PARTIES

11.1 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this CSA and that it is not a party to any agreement with another Person which would in any way interfere with the rights of the Customer under this Contract.

11.2 Representatives May Bind the Parties

The parties represent that their respective signatories have the authority to legally bind them.

11.3 Independent Contractor

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Customer or to assume or create any obligation or responsibility, express or implied, on the Customer's behalf, or to hold itself out as an agent, employee or partner of the Customer. Nothing in the CSA shall have the effect of creating an employment, partnership or relationship between the Customer and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier's Subcontractors.

11.4 Subcontracting or Assignment

The Supplier may subcontract or assign this CSA in whole or any part to any corporation or other business entity that is controlled by or is under common control of the Supplier. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity. If this CSA is subcontracted or assigned to such a corporation or business entity, the Supplier shall remain jointly and severally liable with such corporation or business entity for all obligations hereunder.

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Customer, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Customer and subject to the terms and conditions that may be imposed by the Customer. Without limiting the generality of the conditions which the Customer may require prior to consenting to the Supplier's use of a Supplier's Subcontractor, every contract entered into by the Supplier with a Supplier's Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Services provided by the Supplier's Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Customer.

ARTICLE 12 – GENERAL

12.1 Severability

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, and the application of

such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

12.2 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events (a "Force Majeure Event") shall include without limitation any cause beyond the reasonable control of either party including, without limitation, fire, explosion, power failure, acts of God, pandemics, epidemics, quarantines or civil disturbances caused by severe medical emergencies or diseases, government declared emergencies, military actions or actions of public enemies, any act or omission under any law, order, regulation, rule or requirement of any court, governmental or public authority or legal body having jurisdiction, labour action (such as strikes, slowdowns, picketing or boycotts), natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. In no event shall lack of money, insolvency, any act of bankruptcy or any act or omission of a party be a Force Majeure Event. If a party seeks to excuse itself from its obligations under this Contract due to a Force Majeure Event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

12.3 Changes By Written Amendment Only

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

12.4 Section 217 Education Act et. Al.

The Supplier represents and warrants that it has not employed, and that it will not during the CSA Term employ, any teacher, supervisory officer or other employee of an Ontario district school board or of the Ontario Ministry of Education to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario district school board, provincial school or teachers' college, or to any pupil enrolled therein, and that it has not given or paid, and will not during the CSA Term give or pay, directly or indirectly, compensation to any such teacher, supervisory officer or employee for such purpose.

The Supplier further represents and warrants that it has not employed, and that it will not during the CSA Term employ, any member of faculty or other employee of an Ontario college or university to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario college or university, or to any student enrolled therein, and that it has not given or paid, and will not during the CSA Term give or pay, directly or indirectly, compensation to any such member of faculty or employee for such purpose where such employment or compensation would place the member of faculty or employee in a Conflict of Interest with the college or university by which he or she is employed.

12.5 Criminal Records Check

The Supplier covenants and agrees that it will not engage any employee or other person to perform services for the Supplier who may come into direct contact with students and/or other vulnerable person on a regular basis, or who may have access to student and/or other vulnerable person's information to provide services hereunder, where such Supplier's employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students and/or other vulnerable person of the Customer. For the purposes of this CSA, the Customer shall determine in its sole and unfettered discretion whether an employee of the Supplier or such other person may come into direct contact with students and/or other vulnerable persons on a regular basis or have access to student and/or other vulnerable person's information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students and/or other vulnerable persons.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act*, the *Cannabis Act* (Canada) and any other convictions, charges and occurrences which would be revealed by:

- (a) the criminal record and judicial matters check of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP System"); and,
- (b) a vulnerable sector check of the RCMP System

for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students and/or other vulnerable persons on a regular basis or who may have access to student and/or other vulnerable person's information. A "Criminal Background Check"), together with an Offence Declaration, in a Customer approved form, prior to the occurrence of such possible direct contact or prior to having access to student and/or other vulnerable person's information and on or before September 1st each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Customer from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students and/or other vulnerable persons on a regular basis, or who may otherwise have access to student and/or other vulnerable person's information prior to the occurrence of such possible direct contact, or prior to having access to student and/or other vulnerable person's information with respect to Offence Declarations, then the Customer will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.

The Customer shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Customer may attend to such reviews at least twice per year during the CSA Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Customer in the circumstances and in its sole and unfettered discretion, then the Customer will have the right to request that the Supplier prohibit the employee of the Supplier or other person who performs services for the Supplier from providing services to the Customer hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Customer may have in this CSA, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA and will cause any such employee or contractor to wear identification badges.

The Supplier will provide thirty (30) days written notice to OEMC and the Customer should the third-party provider be changed to another provider.

12.6 Purchasing Policies and Guidelines

The Supplier agrees to comply with the Customer's purchasing or administrative policies and guidelines which apply to the provision of Services under this CSA. Copies of the applicable policies and guidelines are attached as Schedule 2 Appendix H – Customer's Policies and Guidelines to this CSA.

12.7 Harassment and Assault

Without limiting the generality of the foregoing, the Supplier is required to comply with the Customer's policies with respect to sexual harassment, workplace harassment, workplace violence, prohibited discrimination and harassment, and health and safety. The Supplier must cooperate with the Customer in any investigation undertaken by the Customer pursuant to such policies.

12.8 Financial Administration Act Section 28

Notwithstanding anything else in this Customer-Supplier Agreement, or in any Appendix attached or appended hereto, any express or implied reference to a Customer providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent

liabilities of Ontario, whether at the time of execution of this Customer-Supplier Agreement or at any time during the CSA Term, shall be void and of no legal effect unless the Customer has obtained the written approval of the Ontario Minister of Finance or the arrangement, commitment, guarantee, indemnity or transaction belongs to a class of transaction exempted from the application of subsection 28(1) of the *Financial Administration Act* (the "FAA") pursuant to Ontario Regulation 376/18: Section 28 Exemptions – Colleges, and the formal requirements for the reliance on such exemption, including without limitation those specified in the Binding Policy Directive on Banking, Investments and Borrowing issued by the Ontario Ministry of Advanced Education and Skills Development, and its associated Operating Procedure, have all been complied with, or belongs to a class of transactions that has been approved by the Ontario Minister of Finance in writing.

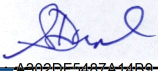
In accordance with the requirements of the *FAA*, notwithstanding anything else in this Customer-Supplier Agreement, or in any Appendix attached or appended hereto, or in any other agreement between the Customer and the Supplier executed to carry out the services provided for herein, the remedies, recourse or rights of the Supplier shall be limited to the Customer and to the right, title and interest owned by the Customer in and to all of its real or personal property, whether now existing or hereinafter arising or acquired from time to time. The Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this Customer-Supplier Agreement, and agrees that it shall have no remedies, recourse or rights in respect of this Customer-Supplier Agreement against the Crown in right of Ontario, any Ontario Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the Customer and its assets.

If the Supplier and the Customer agree that this CSA is exempt from the application of subsection 28(1) of the *Financial Administration Act* pursuant to Ontario Regulation 376/18: Section 28 Exemptions – Colleges, the Customer represents and warrants that this CSA (i) complies with all applicable policies of the Customer; (ii) complies with all Applicable Laws and Ontario government directives applicable to it; and, (iii) relates to activities of the Customer that are permitted under its objects and that are undertaken within Canada. The Supplier represents and warrants that this CSA complies with all Applicable Laws and Ontario government directives applicable to it.

<SIGNATURE PAGE FOLLOWS>

IN WITNESS WHEREOF the parties hereto have executed this Customer-Supplier Agreement as of the date first above written.

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY

DocuSigned by:


Authorized Signature

Sandra Dupret


Name

Executive Vice President, Academic and Student Experience

Title

2022-03-09 | 16:19 EST

Date

DocuSigned by:


Authorized Signature

Linda J. Humphries

Name

Director, Purchasing

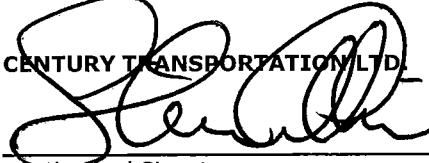
Title

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Date

I have authority to bind the Customer. By signing this Customer-Supplier Agreement, I also consent to receive email communications from OEMC, which may include announcements related to changes in products, services and pricing on this and other OEMC Master Agreements.

CENTURY TRANSPORTATION LTD.



Authorized Signature

STEVE COLLINS

Name

REGIONAL DIRECTOR

Title

FEBRUARY 25, 2022.

Date

I have authority to bind the Supplier

SCHEDULE 2 APPENDIX A – SERVICES AND SUPPLEMENTARY PROVISIONS

1.1 Transportation Service Categories

The Supplier will provide Transportation Services for the following two (2) Categories:

- (a) Category A – Highway Motor Coach Transportation Services (Full size and Mini Coaches); and,
- (b) Category B – Bus Transportation Services (Yellow and Activity).

All operating costs such as a driver, vehicle maintenance, permits, fuel, and all insurance will be included in the cost of the vehicle rental.

Transportation Services will be available during regular business hours, outside of regular business hours; on weekends, and/or statutory holidays.

The Supplier will provide Transportation Services for various types of trips including but not limited to:

1.1.1 Category A - Highway Motor Coach Transportation Services and; Category B - Bus Transportation Services:

- (a) Athletic events, field trips, and other events;
- (b) One-way trips;
- (c) Late bus service;
- (d) Round trips within Ontario, round trips from Ontario to other provinces and/or United States;
- (e) Summer and winter camps;
- (f) Trips of various lengths such as several hours, half day, single day and multiple days;
- (g) Regular shuttle service with multiple stops;
- (h) Multiple trips daily from the same designated pick up and drop off location and;
- (i) Trips over the weekend and/or statutory holidays.

1.2 Transportation Vehicles

The Supplier will provide the Transportation Services with the vehicles as listed in Schedule 1 Appendix F – Vehicle Inventory List.

All vehicles should be wheelchair accessible. In situations where vehicles are not wheelchair accessible, the Supplier will provide a wheelchair accessible option to meet Customer's request at no additional cost.

1.3 Licensing and Registration

The Supplier hereby agrees to process and maintain the required license and registration for the Term, at its own cost and expense for the provision of the Transportation Services required by this Master Agreement, including, but not limited to:

1.3.1 Category A – Highway Motor Coach Transportation Services and Category B – Bus Transportation Services

- (a) A valid Commercial Vehicle Operating Registration ("CVOR");
- (b) A valid Public Vehicle operating license permitting the pickup of passengers in the Service Zone(s) proposed; and,
- (c) A valid Extra-provincial Operating License when providing Services to other provinces or the United States.

1.3.1.1 Additional Registrations

In addition to the registrations listed in Section 1.3.1 the Supplier is a member is good standing with the following organizations:

- (a) Registered as members of Ontario School Bus Association (OSBA)
- (b) Safe Work Association Membership - Infrastructure Health and Safety Association (I.H.S.A.)

1.3.1.2 Proof of Licensing and Registration

The Supplier shall provide OECM with proof of the licensing and registration required by this Master Agreement in the form of valid licenses, on or before the Effective Date of this Master Agreement.

The Supplier shall provide the Customer with proof of the licensing and registration required by this Master Agreement on or before Customer Supplier Agreement execution.

1.3.1.3 CVOR Level II Abstract

The Supplier will provide a CVOR Level II Abstract to the Customer on or before CSA execution and each subsequent year for the term of the agreement. The Abstract will be submitted at the same time the Certificate of Insurance is provided to the Customer. In addition, the Customer or OECM may request, review and discuss with the Supplier accident and incidents on the Supplier's CVOR as it relates to this Agreement. Suppliers must maintain a "Satisfactory" rating from the Ministry of Transportation ("MTO") at all times.

If during the term of the agreement the Supplier's rating changes from Satisfactory, the Supplier will notify OECM and the Customer of the rating change within five (5) Business Days of the change occurring.

1.3.1.4 Maintenance of License, Registration and CVOR

Should there be any changes to the Supplier's Public Vehicle operating license, CVOR, or Extra-provincial Operating License during the Term of the Agreement, the Supplier will notify Customers who have confirmed bookings within one (1) Business Day and OECM within five (5) Business Days of the change.

During the Term of the Agreement, should the Supplier relinquish Pick-up Rights in an existing service Zone and/or obtain additional Pick-up Rights in other geographical Zones, the Supplier should notify OECM and Customer within five (5) Business Days of change. The Master Agreement will be amended to reflect such change in pick up rights for additional pick-up rights the prices shall be mutually agreed between OECM and the Supplier. The Supplier should also make Services available to Customers in another Zone that it was not awarded when awarded Suppliers cannot fulfill Customers requests for any reason (e.g., capacity shortage) at the same rates as submitted in their proposal.

During the Term of the Agreement, should the Supplier's CVOR or Extra-provincial Operating License be expired, suspended or cancelled, they will be suspended temporarily from providing Services under the Agreement until the CVOR has been renewed or reinstated and the Supplier is licensed to provide Service again.

1.4 Vehicle Regulations, By-laws, and Statues

The vehicles used for the provision of the Transportation Services will be properly licensed, equipped, maintained, inspected and operated according to applicable Municipal, Provincial and Federal regulations, by-laws, and other statutes including but not limited to:

- (a) Highway Traffic Act of Ontario;
- (b) Insurance Act;
- (c) Public Vehicles Act of Ontario;
- (d) Ministry of Transportation Ontario;

- (e) Department of Transportation (DOT) in United States; and,
- (f) Canadian Standards Association (CSA) standard D250.

1.5 Vehicle Features

1.5.1 Category A - Highway Motor Coach Transportation Services

All Highway Motor Coach vehicles will at a minimum have the following standard features or capabilities:

- (a) Armrests, footrests, and cup holders;
- (b) First aid kit with Naloxone (Narcan) kit, and seatbelt cutter;
- (c) Fully functioning restroom facility (serviced daily with sufficient supplies on overnight trips);
- (d) Global Positioning System (GPS) devices or equivalents;
- (e) Heating and Air Conditioning;
- (f) Overhead lighting.
- (g) Public Address (PA) system;
- (h) Reclining Seats;
- (i) Storage capacity (overhead, under seat, under coach); and,
- (j) Two-way communication with their dispatch.

1.5.1.1 Optional Features

The Supplier will provide the following optional features at the Customer's request including, but not limited to:

- (a) Internet Wi-Fi.
- (b) Laptop / mobile phone plug in;
- (c) Microphone system;
- (d) Sunscreens; and,
- (e) TV/ Audio/Visual equipment.

Rates for Optional Features will not exceed the maximum net rates as indicated in Schedule 1, Appendix B – Rates.

1.5.2 Category B – Bus Transportation Services

All Yellow and Activity vehicles will at a minimum have the following standard features or capabilities:

- (a) Heating;
- (b) Two-way communication with their dispatch;
- (c) Storage capacity (Activity Bus only);
- (d) First aid kit with Naloxone (Narcan) kit; and,
- (e) Seatbelt cutter.

As of September 1st, 2020, any Activity or Yellow Bus equipped with seat belts will meet the technical requirements for installation under the Motor Vehicle Safety Regulations and cannot be equipped with lap belts only.

1.5.2.1 Optional Features

The Supplier will provide the following optional features including, but not limited to:

- (a) Air Conditioning;
- (b) Camera's;
- (c) Global Positioning System (GPS) devices or equivalents;
- (d) Public Address (PA) system;
- (e) Storage capacity (Yellow Bus only);
- (f) Towing capabilities (e.g., ability to tow canoes for summer camp); and,
- (g) Vehicle Wrapping (Activity Bus only);

1.5.2.2 Vehicle Wrapping

The Supplier will provide vehicle wrapping with Customer's graphics (e.g., logo, photo) as requested by the Customer.

Details of the vehicle wrapping including cost based on the Customer's specific requirements and the management of using the vehicle for bookings other than Customer's will be mutually agreed to by the Customer and the Supplier and detailed in the CSA.

1.6 Operation's Support

The Supplier will provide a complete management, driver and support staff (e.g. dispatchers, customer service representatives, and mechanics) team to effectively oversee, manage and operate all aspects of the Services as directed by the Customer.

1.6.1 Operations Manager

The Supplier will have a Manager overseeing day-to-day operations of the Dispatch team and Drivers. This Manager will be available during regular business hours to respond to escalated customer complaints and to ensure that the terms of this Master Agreement are carried out as specified.

1.6.2 Dispatch/ Customer Service

The Supplier will always have staff available to provide information and respond to questions and concerns from Customers when vehicles are in service. Dispatchers will always be aware of drivers' locations and will relay pertinent information regarding delays or broken-down vehicles to the Customer. Dispatchers will notify Customer immediately upon receiving notification that a driver will be delayed beyond 10 minutes to the start of the trip.

1.6.3 Driver

1.6.3.1 Driver Licensing Requirements

The Supplier will ensure that each driver who operates a vehicle for the Transportation Services required under this Master Agreement will always have and maintain in good standing the appropriate Class license for the vehicle they are operating as well as any additional licenses required by the Public Vehicles Act, the Highway Traffic Act (Ontario) and local municipal by-laws.

1.6.3.2 Driver's Hours of Service

The Supplier will ensure the Driver assigned to the trip has the required number of services hours available to complete the charter. (e.g. a driver with only two (2) hours of service available shouldn't be assigned to a four (4) hour trip.

In the event the charter surpasses the hours of service regulations and requires a relief driver and/or a bus, the cost of the relief driver and/or bus will be added to the charter amount.

Driver's service hours will not exceed a maximum of twelve (12) hours per day.

1.6.3.3 Other Driver Requirements

- (a) The Supplier will ensure that each driver who supplies services under this Master Agreement completes an appropriate defensive driver's course and maintains certification that is not more than three (3) years old as applicable by type of vehicle;
- (b) The Supplier will ensure that no driver will be permitted to provide Services to the Customer if the driver has:
 - i. A maximum of six (6) demerit points through minor (three (3) points of less) traffic violations; or,
 - ii. Received one (1) major (four (4) points or more) traffic violation.against his/her Ontario Drivers License according to the Ontario Highway Traffic Act;
- (c) When Transportation Services are provided outside of the Business Day (e.g. afterhours, weekends, or statutory holidays) the Supplier will provide direct Customer access to the Driver. (e.g. cell phone number);
- (d) The Supplier will ensure that all drivers wear name tags/company identification while providing transportation services;
- (e) The Supplier will ensure that all drivers are conversant in basic English, and,
- (f) The Supplier shall accommodate Customer's request for a French speaking driver as much as possible, at no extra charge.
- (g) It is expected that Customers and passengers are treated respectfully. Customer's reserve the right to request an alternate driver.

1.7 Safety, Training and Retention

The Supplier will have a Driver Training and Retention Program that ensures the initial training of drivers is appropriate for the services to be provided under this Master Agreement and that the professional development of the driver is continuous.

The Supplier is required to keep accurate records of all employees' training and make them available to the Customer when requested.

1.7.1 Initial Training

The initial driver training will consist of, but not be limited to:

- (a) First Aid and Cardiopulmonary Resuscitation (CPR);
- (b) Emergency Anaphylaxis and Asthma Training;
- (c) Safe Schools Act training;
- (d) Mental Health sensitivity training;
- (e) Violence De-escalation training;
- (f) Vehicle evacuation, accident procedures, use of a fire extinguisher;
- (g) Defensive driving;
- (h) Customer Service;
- (i) Driving in adverse weather conditions;
- (j) Accessibility for Ontarians with Disabilities customer service training;

- (k) Awareness of racial and ethno cultural issues (human rights); and,
- (l) Awareness of the provincial hours of service requirements.

In the case of drivers of adaptable vehicles, training will include the above and the following:

- (a) Safe and appropriate use of wheelchair lift; and,
- (b) Proper tie down procedures in adaptable vehicles.

1.7.2 Suppliers Training Schedule

The Supplier will provide Driver training through their Motor Carrier Passenger Council of Canada (MCPCC) accredited training program in nine (9) modules as follows:

- (a) Module 1 - Company policy, facility tour, get to know your bus, Pre-trip/Defect vehicle condition reporting / Mirrors and Post Trip, Radio usage, Customer service, and Responsibility of the bus driver/responsibility of the bus company;
- (b) Module 2 - Commercial Vehicle Enforcement, Radio check in/On road check-in procedures, Safe driving skills - level 1, and Fueling;
- (c) Module 3 - Safe driving skills level 2, Driving in adverse weather conditions, and Defensive driving skills/Serpentine training;
- (d) Module 4 - Urban driving skills development - including map reading, and Safety zone/loading/unloading passengers;
- (e) Module 5 - Safe Driving Skills Level 3 and Rural driving skill development/Rural railway crossing including map reading;
- (f) Module 6 - Emergency procedures/medical emergencies/bus evacuation, Breakdowns/Collision and incident reporting, Using emergency equipment/fire extinguishers, and Fuel efficiency;
- (g) Module 7 - Passenger Management, Driving in adverse conditions, inclement weather, and Public charters;
- (h) Module 8 - Specialized Transportation Training and Wheelchair Lift Procedures; and,
- (i) Module 9 - Sensitivity training Conflict resolution.

1.7.3 Driver Training Manual

The Supplier will provide the Customer, upon request, a current copy of its driver training manual.

1.7.4 First Aid and CPR Training

The Supplier will ensure that all drivers, as part of their employment conditions and prior to providing any transportation services to the Customers, be provided with Emergency First Aid training.

Such training will be the Canadian Red Cross "Emergency First Aid" course or the Canadian St. John Ambulance "Emergency Level First Aid" course. Suppliers who have an "in house" First Aid trainer must submit proof of certification of this trainer to the Customer, upon request. Once obtained, drivers will maintain their certification in First Aid and CPR, as necessary. Suppliers are required to provide the Customer and OEM with a copy of the First Aid course outline currently being provided to their drivers, upon request.

The Supplier will ensure drivers be trained and/or certified on any additional certificates as required by the Customers and OEM.

1.7.5 Emergency Anaphylaxis and Asthma Training

At the beginning of each school year, training sessions will be organized by the Supplier for all drivers to provide training or refresher training on the use of an epinephrine auto injector and metered-dose inhalers. All drivers must have this training/refresher training prior to commencing work for the Customer.

The training will include instructions regarding, but not limited to:

- a) recognizing the need for an epinephrine auto injector injection and/or metered-dose inhaler;
- b) the proper method of administration of epinephrine auto injector medication and/or metered-dose inhaler; and
- c) the need to call 911 in the event an epinephrine injection has occurred and/or if a student having an asthma attack is in severe distress or continues to be in mild distress after one puff of a metered-dose inhaler.

The driver will neither carry nor be responsible for the storage of any medication, including epinephrine auto injector pens such as EpiPen, and/or metered-dose inhalers.

1.7.6 Transporting Passengers with Mobility or Special Needs

The Supplier will ensure that drivers responsible for transporting passengers with mobility or other special needs will be well versed in the AODA and will have received the appropriate sensitivity training regarding the handling and managing of passengers with special needs.

All vehicles used to transport special needs passengers in wheelchairs will be equipped with a lift and provide a minimum thirty (30) inch aisle leading from any wheelchair mobility aid position to at least one emergency door.

The wheelchair/mobility aid securement and occupant restraint system will accommodate passengers in a forward-facing orientation within the vehicle and will comply with all applicable requirements of *The Highway Traffic Act Ontario*. In addition, all wheelchair bound passengers must be secured by a shoulder/lap seat-belt restraint system that is not part of the wheelchair assembly.

1.7.7 Driver Retention

The Supplier should have strategies and processes in place to promote Driver retention, and recruitment of new Drivers.

1.7.8 Pandemic Preparedness

The Supplier will have protocols in place to handle pandemic situations that ensure the safety of the Customer, Students, Drivers and their staff including but not limited to:

- (a) Enhanced Cleaning Protocols;
- (b) Personal Protective Equipment (PPE); and,
- (c) Physical Distancing protocols.

1.7.8.1 Supplier's Safety Measures

Depending on the route risk and customer requirement the Supplier will employ the following safety measures including but not limited to:

Baseline:

- (a) All Drivers complete solution based sanitization between trips and utilize a mask during loading or unloading of passengers;
- (b) Provide sanitization solution at entry and exit of bus;
- (c) Full bus sanitization between each trip (either electrostatic or chemical based); and,
- (d) Wiping of all contact points on interior and exterior of bus.

Optional:

- (a) Mandatory masks and/or face shields for all drivers and passengers,
- (b) Contact tracing via RFID card reading system;

- (c) Checkered seating arraignment,
- (d) Assigned seating,
- (e) Barricades between seats;
- (f) Blocked seating (based on customer capacity requests); and,
- (g) Strategic loading of passengers to ensure six (6) feet distance is always adhered to.

1.8 Vehicle Maintenance, Service and Management

1.8.1 Vehicle Age

The Supplier will provide vehicles that align with the maximum vehicle age as outlined in the chart below. The age for new vehicles will be based on the date contained in the vehicle warranty card, representing the date on which warranty coverage applies for each vehicle. The age for used vehicles will be based on the vehicle manufacturer date.

The Supplier will ensure vehicles used in the provision of the Services will conform to the following maximum age specifications as at September 1st of each year:

Type of Vehicle	Maximum Age/ years
Motor Coach with a seating capacity of forty-seven (47) – fifty-six (56)	Ten (10)
Mini Coaches with a seating capacity of twenty (20) – thirty-three (33)	Eight (8)
Full-size Bus (Activity and Yellow) with a seating capacity of thirty-five (35) – seventy-two (72)	Ten (10)
Mini-Bus (Activity and Yellow) with a seating capacity of sixteen (16) – twenty-four (24)	Eight (8)
Adaptable/ Wheelchair vehicles with any seating capacity	Eight (8)

1.8.2 Vehicle Appearance

The Vehicles provided to the Customers will be maintained to provide a clean and neat appearance. The interior of the Vehicles will be cleaned on a regular basis (at a minimum before and after Customer usage) to maintain a sanitary and odor free condition.

1.8.3 Loading Specifications

At no time will the number of students in any Vehicle exceed the manufacturer's passenger loading specifications or any applicable government licensing regulations. Without limiting the generality of the foregoing, under no circumstances will any student be required or permitted to stand while the Vehicle is in motion.

1.8.4 Vehicle Maintenance

The Supplier will have a documented routine vehicle maintenance program that supports, ensures the viability and safety of all vehicles used to provide the services including spare parts and vehicle storage facilities.

The Supplier is responsible for incurring any costs associated with any and all materials, parts, labor, oil and fuel for the vehicles provided to the Customer. Maintenance records must be available upon Customer's request.

1.8.5 Replacement Vehicles

In case of breakdowns or delays, the Supplier will have replacement Vehicle(s) available to meet the Customer's booked requirements. The Supplier will ensure that the replacement Vehicle conforms with the requirements agreed upon at the time of booking.

In the event of a breakdown the Supplier should communicate the plan to pick up the passengers within twenty (20) minutes of notification of breakdown, unless there are extenuating circumstances.

The Supplier will dispatch a second vehicle within fifteen (15) minutes of dispatch being notified unless there are extenuating circumstances.

The Supplier will provide after hours on call support by a mechanic and/or office staff that are licensed and trained to act as Drivers if a spare Driver is not available.

All costs associated with providing the replacement vehicle will be incurred by the Supplier and not invoiced to the customer (e.g. deadhead mileage of replacement vehicle to pick up stranded customers).

1.8.6 Cold Weather Program

The Supplier's "cold weather" program for vehicles to operate on colder than normal days includes, but is not limited to:

- (a) Providing Vehicles with integrated auxiliary heating systems that start and pre-heat the engine prior to starting and can provide additional heat during bus operation;
- (b) Performing a preventative winterization maintenance program ensuring that all items affecting cold-weather reliability such as coolant strength, block heater, fuel filters, pre-heater inspection are inspected;
- (c) GPS Technology that links into battery voltages. If a vehicle's battery voltage drops below 12.1V maintenance team leaders receive an alert showing what time, vehicle, and location needs attention;
- (d) Vehicles are started in the early morning and spare vehicles are stored inside warm shop;
- (e) Auxiliary engine preheaters are programmed to pre-heat the engine one (1) hour prior to operational need; and,
- (f) Vehicles are started one (1) hour prior to charter.

1.8.7 Vehicle Idling

As much as is reasonably possible, Vehicles should limit the amount of time spent idling at Customer sites. The Supplier is encouraged to use fuel conservation and anti-idling technology wherever possible and feasible to minimize environmental damage.

In respect of operational or passenger medical conditions, Vehicles may be kept running if the engine is required to operate special equipment or to ensure the comfort and security of passengers with special needs. When weather conditions justify the use of heating or refrigerating systems powered by the Vehicle engine to ensure the safety and welfare of the driver or passengers, Vehicles may be permitted to idle for reasonable periods at Customer locations. Vehicle engines will be turned off when passengers are loading and unloading at Customer or other group boarding locations.

1.8.8 Supplier Responsibility

The Supplier is fully responsible for their vehicles while parked on the Customer's property. Any possible damage or pilferage to vehicles while parked on the Customer's property will be the full responsibility of the Supplier. This includes any vandalism or damage resulting from acts of God such as flooding, rainstorms, wind damage, etc. Supplier must arrange to remove any debris off Customer property resulting from damage to their buses.

The Supplier is fully responsible for any violations incurred by the Driver (e.g. traffic violations, speeding, and parking tickets).

1.9 Booking and Scheduling

1.9.1 Ordering Process

The Supplier will provide a variety of ways for Customers to order Services including, but not limited to the following:

- (a) Email to OECM@centurytransportation.ca; and/or,
- (b) Supplier's online ordering process at <https://www.centurytransportation.ca/>.

1.9.2 Order Confirmation

At the time of placing an order for Services, the Supplier will confirm information and total cost based on the trip specifications such as:

- (a) Type of vehicle required;
- (b) Number of passengers;
- (c) Date(s) of the event;
- (d) Trip origin;
- (e) Trip destination;
- (f) Itinerary;
- (g) Storage capacity if applicable; and,
- (h) Other applicable costs (e.g., overnight expenses, additional driver cost, optional features).

1.9.3 Online Ordering

Customers may use the Supplier's website <https://www.centurytransportation.ca/> to place orders.

The Supplier's online ordering website will meet the following requirements at a minimum:

- (a) Be secure and user friendly;
- (b) Be accessible from a standard web browser;
- (c) Allows individual or custom user login ID and password;
- (d) Contains vehicle availability;
- (e) Features search function to allow easy vehicle lookup by category and description;
- (f) Allows for Customer internal approval for bookings as required;
- (g) Provides booking placement;
- (h) Allows for Customer payment at order check out using P-Card or budget codes (G/Ls); and,
- (i) Does not store Customer payment related (e.g., P-card) information without Customer's consent.

1.9.3.1 Website Testing

Customers may need to perform integration testing on the Supplier's online ordering system to ensure it is compatible with the Customers' systems, policies and procedures before executing a CSA to ensure the website meets Customer's specific requirements.

Suppliers will provide Customers with the following for a test account, at no additional cost:

- (a) URL/Website address;

- (b) Login ID;
- (c) Password; and
- (d) Confirmation Orders can go to;

Customers may test from beginning to end of the order process including submitting the order. Customers will not be responsible for any live orders that go through during the testing period.

1.9.4 Scheduled Events

Customers may have the schedule for events (e.g., athletic team schedule, program trip schedule) readily available before the academic year begins. Once the schedule has been provided to the Supplier, the Supplier will provide a booking confirmation to the Customer within one (1) Business Day, booking details for these events are confirmed within one (1) week of booking confirmation and the vehicles are reserved to ensure Customer's needs are met.

1.9.5 Unscheduled Events

Upon receipt of Customer's request, the Supplier will confirm booking within one (1) Business Day. The Supplier will provide Customer a booking confirmation.

1.9.6 Changes to a Booked Event

The Supplier will accept changes to the original booking request regarding its pick-up/drop-off locations, event starting time, and/or number of vehicles required, up to twenty-four (24) hours prior to the original event time.

The Supplier will provide a confirmation of the changes and updated itinerary to the customer a minimum twelve (12) hours prior to departure time.

1.9.7 Substitution of Vehicle

Once booking is confirmed, the Supplier will make every effort to ensure the Customer receive the Services with specified vehicle as booked. In the situation where the vehicle is unavailable due to unforeseeable circumstances (e.g., in workshop for repair), the Supplier will notify Customer as early as possible and provide Services with an equal or better vehicle at no additional cost.

1.9.8 Booking Cancellation

The Supplier should accommodate Customer cancellations at its best capability without extra charges. Customers will cancel bookings via telephone, email fax, or online through the Supplier's website at <https://www.centurytransportation.ca/>, as soon as possible.

The Supplier will observe the following rules of cancellation:

- (a) Cancellations made with a minimum forty-eight (48) hours' notice of scheduled departure time will not be subject to cancellation fees; and,
- (b) Cancellations made within forty-seven (47) hours of departure will be subject to a minimum charge of One hundred and eighty-nine (\$189) dollars plus GST or fifty percent (50%) of the value of the charter, whichever is the greater amount.

Circumstances that negate the cancellation fee are:

- (a) Acts of God;
- (b) Extreme Weather; and,
- (c) General circumstances outside the Customer's control.

1.10 Vehicle Arrival

Vehicles shall arrive at Customer's pickup location fifteen (15) minutes prior to departure time.

1.11 Supplier's Zone Coverage

The Supplier's proposed zones and pick rights are listed in Schedule 1 Appendix E – Supplier's Zone Coverage.

1.12 Smoke-Free/ Vape-Free Workplace

The Supplier will comply with the Customer's "Smoke-Free/ Vape-Free Workplace" by ensuring that Vehicles provided to the Customer are smoke and vape free. Smoking is not permitted in or within nine (9) metres of the Vehicles. The driver will also comply with the Customers' policies with respect to "No Smoking or Vaping on Customers' Premises".

1.13 Use of Toll Route, Trip Permit and Parking

The Supplier will obtain Customer's prior approval for the use of a toll route (e.g., 407 toll highway, toll bridge), trip permit (e.g., Niagara Parkway Day Permit) and parking fees. All related toll, trip permit and parking charges will be reimbursed by Customer based on actual usage and charge.

When using 407 toll highway, the expectation is that the Supplier will be equipped with transponder, Customer will only be responsible for the toll charge incurred by actual kilometers travelled.

The Supplier will provide original receipt and/or invoice upon Customer's request.

1.14 Fuel Surcharge

The Customer will pay to the Supplier a fuel surcharge if the average sixty (60) day gasoline fuel price per litre increases five (5) % of the established price as agreed to by the Customer and the Supplier upon execution of the CSA. The Customer will be eligible for a credit reflecting the difference in cost if the average sixty (60) day price decreases five (5) % from the base, and the Supplier will reimburse the Customer for each kilometer operated, including both revenue service and in-service deadhead mileage.

1.15 Driver Accommodations

Day Stay and Overnight accommodations, when needed, will be secured by the Customer at the same hotel assigned to the group. Accommodations for drivers will be provided by the Customer with two (2) per room. Meal per diem will not be included.

When Driver accommodations are required the Supplier will provide the Drivers name to the Customer forty-eight (48) hours prior to trip departure.

1.16 Use of Subcontractors

The Supplier may use subcontractors to provide Services with Customer's prior approval. Established subcontractors are be listed in Appendix G – Subcontractor List.

The subcontractor will provide Services the same way as if it were the Supplier. It is the Supplier's sole responsibility to ensure that the company it selects to subcontract complies with all the terms and conditions within the resulting agreement.

The Supplier will provide to the Customer a valid Certificate of Insurance and a Workplace Safety and Insurance Board ("WSIB") account number or certificate prior to the commencement of any transportation services provided by a subcontractor.

The Suppliers use of a subcontractor, will, in no way, release the Supplier from its duties and obligations under this Master Agreement.

1.17 Transition and Implementation

The Supplier shall, at no additional cost, provide Customers transition support (e.g. setting up a Supplier's account from the Customer's current agreement/purchasing arrangement) with minimal service disruption.

1.18 Invoicing

Flexibility in invoicing processes is required. The Customer and Supplier can mutually agree to invoicing details when executing a Customer-Supplier Agreement ("CSA").

The Supplier will, for Customers using Jaggaer, support cXML and/or portal invoicing functionality.

The invoices, in either paper or electronic format, as detailed in the Customer's CSA will be itemized and contain, at a minimum, the following information:

The Supplier will submit to the Customer a consolidated monthly invoice for the Service provided. The consolidated monthly invoices will be in either paper or electronic format, as detailed in the Customer's CSA.

The invoice will be itemized and contain, at a minimum, the following information:

- (a) Invoice number;
- (b) Customer's organization;
- (c) Full name of the person who placed order, if applicable;
- (d) Customer's purchase order number, if applicable;
- (e) Type of Vehicle;
- (f) Number of Vehicles;
- (g) Departure Date;
- (h) Trip origin and destination point;
- (i) Trip duration (itemized breakdown of costs e.g. flat five (5) hour rate plus additional km's per hour rate);
- (j) Toll charge, if applicable;
- (k) Actual kilometres travelled on toll route, if applicable; and
- (l) HST and total cost.

The Supplier will provide invoices by school, campus or department as requested by the Customer.

1.18.1 Payment Terms and Methods

The Customer's common payment terms are net thirty (30) days.

The Supplier will accept payment from Customers by cheque, Purchasing card, or Electronic Funds Transfer ("EFT") at no additional cost to the Customer.

Different payment terms may be agreed to when executing a CSA (e.g., 2%/10 early payment discount for Customers).

Note – Customer's payment terms will not be in effect until the Supplier provides an accurate invoice.

1.18.2 Electronic Fund Transfer

The Supplier will provide the Customer with the necessary banking information to enable EFT, at no additional cost to the Customer, for any related invoice payments including, but not limited to:

- (a) A void cheque;
- (b) Financial institution's name;
- (c) Financial institution's transit number;
- (d) Financial institution's account number; and,
- (e) Email address for notification purposes.

1.19 Support to Customers

The Supplier will provide effective support to Customers including, but not limited to:

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support;
- (b) Managing issue resolution in a timely manner;
- (c) Complying with agreed upon escalation processes to resolve outstanding issues;
- (a) Responding to Customer's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- (b) Ensuring minimal disruption to the Customer;
- (c) Providing easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- (d) Establishing an ongoing communications program with the Client (e.g. Service changes, Vehicle availability, potential trip cancellation due to weather);
- (e) Provide Client access to vehicle information on a timely basis (e.g., location of vehicle that is on the road, roadside emergency status);
- (f) Adhering to the Customer's confidentiality and privacy policies (e.g. related to student's private information);
- (g) Provide Customer reporting;
- (h) Attending Business Review meetings with Customers (e.g. quarterly or semi annually), as requested; and,
- (i) Additional project specific requirements.

1.20 Financial Incentive to Customers

Where feasible, the Supplier shall offer financial incentives to Customers to promote additional cost savings resulting from better operational efficiencies that may include, but not limited to:

- (a) Increased online ordering including electronic commerce;
- (b) Early payment discount for Customers; and,
- (c) Overall growth.

In consultation with OEMC, the Customer may negotiate specific details related to one (1) or more financial incentive.

The financial incentives the Supplier and Customer agree to will be incorporated into the CSA and reviewed and adjusted (e.g., annually) as required and reported to OEMC as part of the sales reporting.

The financial incentive to Customers can be reviewed and adjusted annually as required.

1.21 Accessibility for Ontarians with Disabilities Act

OEMC and its Customers are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Products and Services consistent with the Ontario Human Rights Code (OHRC), the *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* (Accessibility Standards for Customer Service), Customers have established policies, practices and procedures governing the provision of its services to persons with disabilities.

The AODA may be found at http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm.

1.22 Environmental Considerations

OECM and its Customers are committed to reducing the carbon footprint. The Supplier shall keep Customers informed about any environment-friendly processes, vehicle, new technologies and/or green initiatives. The Supplier should, in consultation with OECM, make any environment-friendly vehicle, new technologies and/or green initiatives available to Customers as they become available.

1.23 Social Procurement

OECM and its Customers are committed to social procurement. The Supplier should keep OECM, and Customers informed about social procurement processes.

1.24 Disaster Recovery and Business Continuity

The Supplier will possess and provide to OECM and/or Customers upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Product and Service availability critical to Customers.

1.25 Licences, Right to Use and Approvals

The Supplier will obtain all licences, right to use and approvals required in connection with the supply of the Services and provide them at Customer and OECM request. The costs of obtaining such licences, right to use and approvals will be the responsibility of, and will be paid for by, the Supplier.

Where a Supplier is required by Applicable Law to hold or obtain any such licence, right to use and approval to carry on an activity contemplated in its Proposal or in the Master Agreement, neither acceptance of the Proposal nor execution of the Master Agreement by OECM will be considered an approval by OECM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

1.26 Special Activity Bus with Washroom Booking Requirement

The Customer shall make all reasonable efforts to provide to the Supplier Two (2 weeks' notice of any requirement for a Special Activity Bus with Washroom. Upon receiving two (2) weeks' notice by the Customer, the Supplier shall guarantee the availability of such equipment.

In the event the Special Activity Bus with Washroom is not available on/for the date requested the Parties shall resolve as follows:

If the required lead-time was provided by the Customer then the Supplier shall be obligated to provide an acceptable alternative, by whatever means required of the Supplier, at no additional cost to the Customer;

If the required lead-time was not provided by the Customer then the Supplier shall make all reasonable efforts to provide an acceptable alternative to the Customer at no additional cost. If there are additional costs, these shall be identified by the Supplier upfront and approved by the Customer prior to confirmation.

SCHEDULE 2 APPENDIX B – RATES**Specific Rates**

Further to the firm maximum Rates per Category and per Zone as referenced in the Master Agreement and this Customer-Supplier Agreement, the Supplier agrees to the following additional Specific Rates for the Customer:

Fixed Rates: March 1, 2022 – February 28, 2023

Category B - Bus Transportation Services (#2021-374-03) – Specific Rates for Customer			
SERVICE	New rates to be provided to Sir Sandford Fleming College		
	SPECIAL ACTIVITY BUS	SCHOOL/ACTIVITY	9 PASSENGER VAN
Kilometer Rate Live	\$ 2.60	\$2.30	\$ 2.47
Dead Head	\$2.26	\$ 2.01	\$ 2.14
Up to 5 Hours	\$600.41	\$ 577.75	\$ 442.40
Up to 8 Hours	\$763.60	\$ 738.56	\$ 551.12
Each Additional Hour	\$84	\$ 84	\$ 54.36
Overnight Charge	\$726.81	\$ 726.81	\$ 663.60
NURSING PROGRAM			
Two-Way Transfer		\$385.52	
Lindsay or Cobourg			
Trent/Fleming Nursing		\$600.41	
To Belleville up to 12 hours			
2 Stop 2 way transfer add		\$44.24	
5 hour rate		\$577.75	
2 hour rate		\$265.45	

Fixed Rates: March 1, 2023 – February 29, 2024

Category B - Bus Transportation Services (#2021-374-03) – Specific Rates for Customer			
SERVICE	New rates to be provided to Sir Sandford Fleming College		
	SPECIAL ACTIVITY BUS	SCHOOL/ACTIVITY	9 PASSENGER VAN
Kilometer Rate Live	\$ 2.73	\$2.42	\$ 2.60
Dead Head	\$2.37	\$ 2.11	\$ 2.25
Up to 5 Hours	\$630.45	\$ 606.65	\$ 464.52
Up to 8 Hours	\$801.78	\$775.50	\$ 578.30
Each Additional Hour	\$84	\$ 84	\$ 57.00
Overnight Charge	\$763.15	\$ 763.15	\$ 696.80
NURSING PROGRAM			
Two-Way Transfer		\$404.80	
Lindsay or Cobourg			
Trent/Fleming Nursing		\$630.45	
To Belleville up to 12 hours			
2 Stop 2 way transfer add		\$46.45	
5 hour rate		\$606.65	
2 hour rate		\$278.75	

Maximum Rates

The Resource Rates, as set out in a separate file, are firm maximum Rates per Category and per Zone for the first year of the of the Master Agreement.

The Supplier may, however, lower its Rates for specific Customer Services without affecting the Rates in the Master Agreement.

The Supplier shall invoice Customers at the lowest Rate if a Resource is offered on multiple OEMC Master Agreements then currently in place with Supplier.

In extenuating circumstances, OEMC may consider a Rate adjustment substantially effecting the provision of Services resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. OEMC may use a third-party index (e.g. Consumer Price Index ("CPI") in its Rates review. Any such request from the Supplier must be accompanied by documentation deemed appropriate by OEMC. The Supplier must submit documentation demonstrating the request effects the Services in this Master Agreement. OEMC will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

Resource Rate Methods

Customers, with the Supplier support, will determine the appropriate Services and pricing method(s) based on their organizational needs.

- There are ten (10) types of Rates applicable to the Services:
 - Hourly Rate per Vehicle;
 - Rate per Day per Vehicle;
 - Day Rate Kilometer (km) Allowance;
 - Rate per Kilometer (km);
 - Minimum Charge per booking per Vehicle;
 - Deadhead Rate per Kilometer (km);
 - Overnight Rate per Vehicle;
 - Hourly Waiting Charges per Vehicle;
 - Weekend Surcharge per Day per Vehicle; and,
 - Statutory Holiday Surcharge per Day per Vehicle.

Optional Second Stage Selection Process

The optional Second Stage Selection Process is managed by the Customer or by OEMC on the Customer's behalf and is focused on the Customer's specific needs. Depending on the Customer's internal policies, and potential dollar value of the Services a Customer may select a Supplier, or seek Rates and other relevant Resource information specific to a Customer's organization (e.g. by issuing a non-binding request via a Second Stage tool (e.g. Request for Services ("RFS"), Quick Quote ("QQ"), or Customer's process (e.g. directly or via an online e.tendering platform) from the Supplier for their specific Resource requirements. If selected by the Customer, the Supplier shall provide the Services in accordance with the specifications stated in the Master Agreement and in the Customer's Customer-Supplier Agreement.

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required Services, or it may request the Supplier to propose appropriate Services to fulfill the Customer's requirements and any other applicable information. The Customer may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, Rates, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with this Master Agreement.

The Supplier must respond to a Second Stage Selection Process request and, at minimum, the response should set out the following:

- (a) Proposed Services;
- (b) Vehicle Features;
- (c) Timelines for Services; and,
- (d) Final, net Rates (the Rates should be valid for a period of not less than ninety (90) days). Limited time offer Rates and/or promotional Rates must be specified by the Supplier, if applicable to the specific Second Stage request.

Customers are not obligated to sign a Customer-Supplier Agreement to obtain specific Services Rates. However, a Customer-Supplier Agreement must be signed before the provision of any Resource commences.

Optional Rate Refresh

OECM's goal is to maintain Rates as low as possible for Customers. However, the Supplier may request a Rate refresh by providing a written notice to OECM at least one-hundred-and-twenty (120) days prior to the anniversary date of the Master Agreement.

As part of any review OECM will consider Rate adjustments that reflect changes in operational adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by the Bank of Canada, tariffs, or ordinances. OECM may use a third-party index (e.g. Consumer Price Index ("CPI") in its Rates review. Any such request from the Supplier must be (supported by the original equipment manufacturer ("OEM") and) accompanied by documentation deemed appropriate by OECM. OECM will not consider any fixed costs or overhead adjustments in its review.

A substantial exchange rate fluctuation between the Canadian dollar ("CAD") and the United States dollar ("USD") shall be based on the following:

- (a) A baseline rate will be established by using the applicable six (6) month average USD-to-CAD exchange rate. For example, the six (6) month average for the period July – December 2017 was one-point-two-six-two-zero-three-three-three-three (1.26203333);
- (b) Where the applicable six (6) month average USD-to-CAD exchange rate has a variance of a plus or a minus five percent (+/- 5%) or greater to the baseline rate, a downward or upward adjustment in Rates may be considered; and,
- (c) The applicable six (6) month average USD-to-CAD exchange rate used shall be as published by the Bank of Canada.

Any such request from a Supplier to increase Rates due to substantial fluctuations in the USD-to-CAD exchange rate, at the times set out above, must be accompanied by sufficient supporting evidence, as determined by OECM, which demonstrates that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

Volumes and Master Agreement management performance (i.e. Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered by OECM when contemplating the approval or rejection of a Supplier's Rate refresh request.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to the Services ordered after the effective date of the new Rates. The effective date of the Rate change must allow Customers a minimum of thirty (30) days prior notice. If, however, a proposed Rate increase is not accepted by OECM the Master Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at the lower agreed upon Rates.

If a Rate refresh request is not requested by the Supplier, the Rates from the previous period shall remain in effect.

Decreases to the maximum Rates shall be accepted at any time during the Term.

Based on the above, the Master Agreement will be amended, if needed.

Optional Process to Add Other Services

During the Term, if mutually agreed by OECM and the Supplier, other Services (e.g. newly available vehicles) may be added to the Master Agreement by providing a written notice to OECM at least one-hundred-and-twenty (120) days prior to the anniversary date of the Master Agreement to align with Customer needs.

Additional Resource requests from the Supplier must be accompanied by appropriate documentation (e.g. Resource description, and rationale for the addition).

Volumes and Supplier's performance (i.e. Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating adding Services to the Master Agreement. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Services refresh request. All other Services shall remain unchanged.

Rates, for newly added Services, will be negotiated at the time ensuring Rate alignment with similar Services currently available on the Master Agreement.

Based on above, the Master Agreement will be amended, if needed.

Savings

OECM tracks, validates, and reports on savings on all of its agreements. Collaborative procurement processes generates various opportunities for savings including direct discounts and indirect savings (e.g. process improvement, lead time reduction, standardization, economies of scale, cost avoidance).

Upon Customer's approval to OECM, the Supplier shall provide OECM with the Customers' historical spend (e.g. baseline information) prior to the Effective Date of this Master Agreement if applicable to facilitate savings calculations and develop analysis

Pricing Audit and Management

The Customer, OECM, or OECM on behalf of a Customer, may request Rate audits on Services provided during the Term (including all Rates) of the Master Agreement. The Supplier shall provide supporting documents as deemed acceptable by the Customer, OECM, or OECM on behalf of a Customer within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to quotations and final invoices, as applicable.

SCHEDULE 2 APPENDIX C – DRIVER ACTIONS

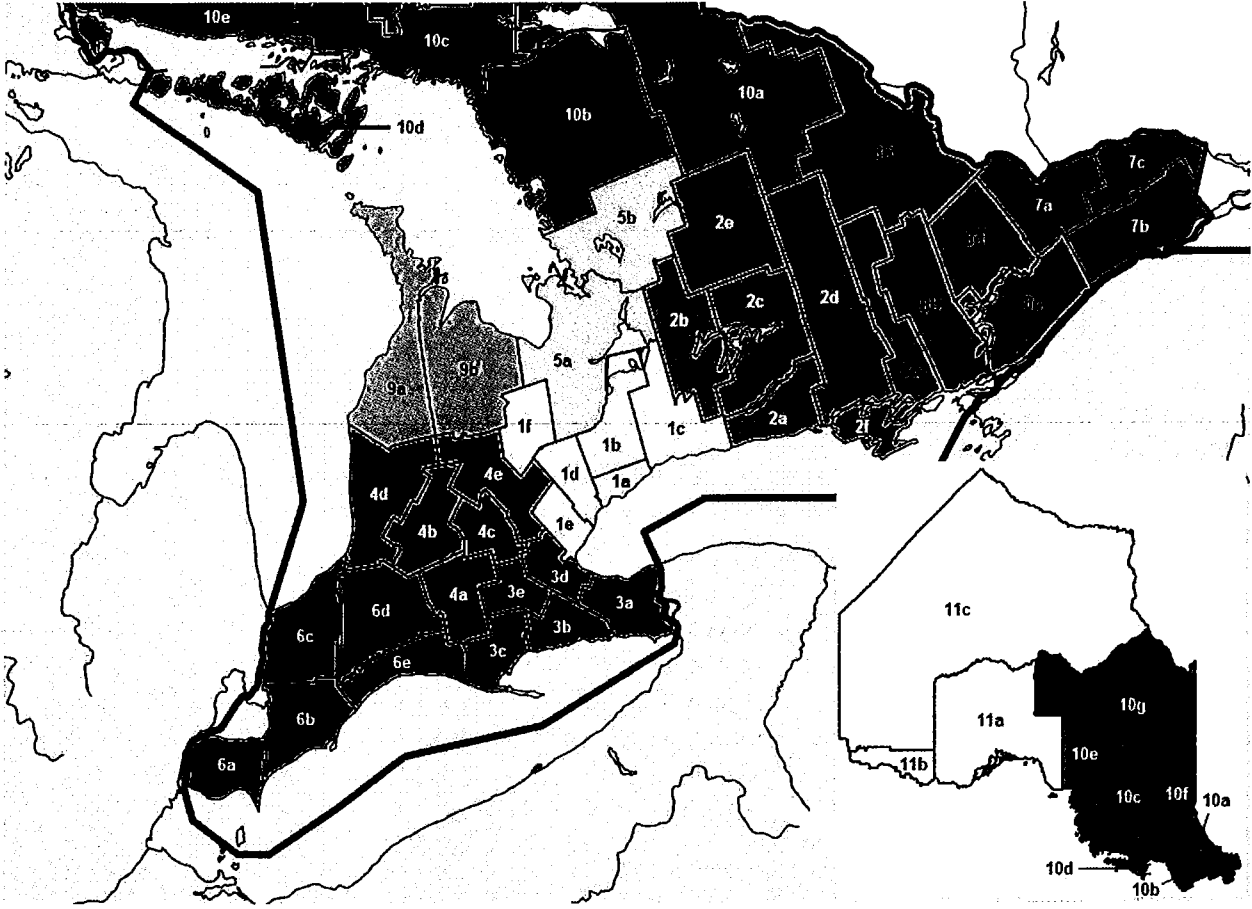
Drivers providing Transportation Services under this Master Agreement will follow the guidelines listed below:

- a) Drivers will signal to dispatch the number of passengers prior to leaving and will signal the drop-off is complete to dispatch upon final drop-off;
- b) Drivers shall strictly comply with the Customer's and Supplier's drug/alcohol policy and will comply with all Applicable Laws;
- c) Under no circumstances will a Driver strike or use undue physical force on any passenger;
- d) The Driver will report any problem with a passenger to the appropriate Customer authority (e.g. school principal or vice-principal), and if required;
- e) Under no circumstances will a passenger be removed from a Vehicle while en route unless through police action, substitute transport or Customer administration;
- f) Drivers will not leave passengers unattended in the Vehicle unless they are assisting a passenger to and from the Vehicle, and at all such times the Vehicle must have the ignition turned off, the key removed, the parking brake engaged and the wheels turning into the curb;
- g) The Driver will comply with all anti-idling by-laws, regulations and Customer and/or Supplier policy;
- h) The Driver will not eat or drink while transporting passengers;
- i) The Driver will not smoke or vape on any Vehicle or within nine (9) metres of the Vehicles being used to provide Transportation Services under this Agreement;
- j) The Driver will not smoke or vape on Customer property;
- k) The Driver will not use cell phones or similar devices in Vehicle used under this Agreement while such Vehicle is in motion, except in cases of emergency;
- l) The Driver will not permit unauthorized passengers to enter the Vehicle (including other students not accounted for, parents, family members or friends);
- m) The Driver will not take pictures and/or video recordings of passengers;
- n) The Driver will not operate a Vehicle in excess of its manufactured rated capacity;
- o) The Driver will not use profane, obscene or abusive language;
- p) The Driver will not touch passengers unless for the express purpose of rendering assistance or to prevent injury;
- q) The Driver will not deviate from the planned pick-up / drop-off location or make additional stops, unless agreed upon by the Customer; and,
- r) The Driver will follow federal, provincial, municipal, supplier and customer pandemic related protocols.

Drivers that fail to follow these guidelines at the Customer's discretion, may be suspended from providing Services under the Agreement.

SCHEDULE 2 APPENDIX D – OECM GEOGRAPHICAL ZONES

Customers in the Province of Ontario supported by OECM agreements are located in one (1) or more of the following eleven (11) geographical Zones.



Zone #	Sub Zone #	School Board	College	University
1	Toronto - 1a	Conseil Scolaire Viamonde	Centennial College CAAT	Ontario College of Art & Design University
	York - 1b	Conseil Scolaire Catholique MonAvenir	Durham CAAT	Ryerson University
	Durham - 1c	Dufferin-Peel CDSB	George Brown College of Applied Arts & Technology	University of Ontario Institute of Technology
	Peel - 1d	Durham CDSB	Humber College Institute of Technology & Advanced Learning	University of Toronto
	Halton - 1e	Durham DSB	Seneca CAAT	York University
	Dufferin - 1f	Halton CDSB	Sheridan Institute of Technology and Advanced Learning	
		Halton DSB		
Peel DSB				
Toronto CDSB				
Toronto DSB				
2	Northumberland - 2a	Hastings and Prince Edward DSB	Loyalist CAAT	Trent University
	Kawartha Lakes - 2b	Kawartha Pine Ridge DSB	Sir Sandford Fleming College	
		Peterborough Victoria Northumberland and Clarington CDSB		
	Peterborough - 2c	Trillium Lakelands DSB		
	Hastings - 2d	Trillium Lakelands DSB		
	Haliburton - 2e			
Prince Edward - 2f	Trillium Lakelands DSB			
3	Niagara - 3a	Brant Haldimand Norfolk CDSB	Mohawk CAAT	Brock University
	Haldimand - 3b	DSB of Niagara	Niagara CAAT	McMaster University
	Norfolk - 3c	Grand Erie DSB		
	Hamilton - 3d	Hamilton-Wentworth CDSB		
	Brant - 3e	Hamilton-Wentworth DSB Niagara CDSB		
4	Oxford - 4a	Avon Maitland DSB	Conestoga College	University of Guelph University of Waterloo Wilfrid Laurier University
	Perth - 4b	Huron-Perth CDSB		
	Waterloo - 4c	Upper Grand DSB		
	Huron - 4d	Waterloo CDSB		
	Wellington - 4e	Waterloo Region DSB Wellington CDSB		
5	Simcoe - 5a	Simcoe County DSB	Georgian CAAT	
	Muskoka - 5b	Simcoe Muskoka CDSB		

Zone #	Sub Zone #	School Board	College	University
6	Essex - 6a	Conseil scolaire catholique Providence	Fanshawe CAAT	University of Western Ontario
	Chatham-Kent - 6b	Greater Essex County DSB	Lambton CAAT	University of Windsor
	Lambton - 6c	Lambton Kent DSB	St. Clair CAAT	
	Middlesex - 6d	London District Catholic School Board		
	Elgin - 6e	St. Clair CDSB Thames Valley DSB Windsor-Essex CDSB		
7	Ottawa - 7a	CSD catholique du Centre-Est de l'Ontario	The Algonquin CAAT	Carleton University
	Stormont, Dundas & Glengarry - 7b	CSD des écoles publiques de l'Est de l'Ontario	La Cité collégiale	Dominican College of Philosophy & Theology
	Prescott & Russell - 7c	CSD Catholique de l'Est Ontarien		University of Ottawa
		Ottawa CDSB Ottawa-Carleton DSB		
8	Lennox & Addington - 8a	Algonquin and Lakeshore CDSB	St. Lawrence CAAT	Queen's University
	Frontenac - 8b	CDSB of Eastern Ontario		Royal Military College of Canada
	Leeds & Grenville - 8c	Limestone DSB		
	Lanark - 8d	Renfrew County CDSB		
	Renfrew - 8e	Renfrew County DSB Upper Canada DSB		
9	Bruce - 9a	Bluewater DSB		
	Grey - 9b	Bruce-Grey CDSB		
	Nipissing - 10a	Algoma DSB	Cambrian CAAT	Algoma University
	Parry Sound - 10b	CSD Catholique des Grandes Rivières	Canadore CAAT	Laurentian University
	Sudbury - 10c	CSD Catholique du Nouvel-Ontario	Collège Boréal	Nipissing University
10	Manitoulin - 10d	CSD Catholique Franco-Nord	Northern CAAT	
	Algoma - 10e	CSD du Grand Nord de l'Ontario	Sault College	
	Timiskaming - 10f	CSD du Nord-Est de l'Ontario		
	Cochrane - 10g	DSB Ontario North East		
		Huron-Superior CDSB		
		Near North DSB		
		Nipissing-Parry Sound CDSB		
	Northeastern CDSB Rainbow DSB Sudbury CDSB			

Zone #	Sub Zone #	School Board	College	University
11	Thunder Bay - 11a	CSD Catholique des Aurores Boréales	Confederation CAAT	Lakehead University Northern Ontario School of Medicine
	Rainy River - 11b	Keewatin-Patricia DSB		
	Kenora - 11c	Kenora CDSB		
		Lakehead DSB		
		Northwest CDSB		
		Rainy River DSB		
		Superior North CDSB		
		Superior-Greenstone DSB		
Thunder Bay CDSB				

Note: DSB means District School Board, CDSB means Catholic District School Board, and CAAT means College of Applied Arts and Technology.

SCHEDULE 2 APPENDIX E – SUPPLIER’S ZONE COVERAGE

The Supplier provides Transportation Services in the following sub zones:

Zones	County, District, Region within each Zone	Category where proposed Services are applicable	Indicate each proposed sub Zone	Indicate within the proposed sub Zone(s), locations where the Proponent has Pick-up Rights. The Proponent may attach a separate list of its locations where it has Pick-up Rights, noting the corresponding OECM Zone.
1	Toronto - 1a York - 1b Durham - 1c Peel - 1d Halton - 1e Dufferin - 1f	<input checked="" type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input checked="" type="checkbox"/> Category B – Bus Transportation Services	1a, 1b, 1c	Pick up rights in Toronto, York, and Durham
2	Northumberland - 2a Kawartha Lakes - 2b Peterborough - 2c Hastings - 2d Haliburton - 2e Prince Edward - 2f	<input checked="" type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input checked="" type="checkbox"/> Category B – Bus Transportation Services	2a, 2b, 2c, 2d, 2e, 2f	Pick up rights in all six (6) locations
3	Niagara - 3a Haldimand - 3b Norfolk - 3c Hamilton - 3d Brant - 3e	<input type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input type="checkbox"/> Category B – Bus Transportation Services		
4	Oxford - 4a Perth - 4b Waterloo - 4c Huron - 4d Wellington - 4e	<input checked="" type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input checked="" type="checkbox"/> Category B – Bus Transportation Services	4c, 4d, 4e	Pick up rights in Waterloo, Huron, and Wellington
5	Simcoe - 5a Muskoka - 5b	<input type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input type="checkbox"/> Category B – Bus Transportation Services		
6	Essex - 6a Chatham-Kent - 6b Lambton - 6c Middlesex - 6d Elgin - 6e	<input type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input type="checkbox"/> Category B – Bus Transportation Services		
7	Ottawa - 7a Stormont, Dundas & Glengarry - 7b Prescott & Russell - 7c	<input type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input type="checkbox"/> Category B – Bus Transportation Services		

Zones	County, District, Region within each Zone	Category where proposed Services are applicable	Indicate each proposed sub Zone	Indicate within the proposed sub Zone(s), locations where the Proponent has Pick-up Rights. The Proponent may attach a separate list of its locations where it has Pick-up Rights, noting the corresponding OECM Zone.
8	Lennox & Addington - 8a Frontenac - 8b Leeds & Grenville - 8c Lanark - 8d Renfrew - 8e	<input type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input type="checkbox"/> Category B – Bus Transportation Services		
9	Bruce - 9a Grey - 9b	<input type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input type="checkbox"/> Category B – Bus Transportation Services		
10	Nipissing - 10a Parry Sound - 10b Sudbury - 10c Manitoulin - 10d Algoma - 10e Timiskaming - 10f Cochrane - 10g	<input type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input type="checkbox"/> Category B – Bus Transportation Services		
11	Thunder Bay - 11a Rainy River - 11b Kenora - 11c	<input checked="" type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input checked="" type="checkbox"/> Category B – Bus Transportation Services	11a	Pick up rights in Thunder Bay and points along highway 17 to Wawa.

SCHEDULE 2 APPENDIX F – VEHICLE INVENTORY LIST

Category:			Category A – Highway Motor Coach Transportation Services			
Make	Model	Year of the Vehicle	Capacity (# of Passengers)	Standard Features of the Vehicle	Optional Features of the Vehicle	Quantity
Prevost	H3-45	2019	56	Yes (a-j)	Plus (k-o)	5
Prevost	H3-45	2005	56	Yes (a-i)	Plus (k-o)	1
Prevost	H3-45	2008	54	Yes (a-i)	Plus (k-o)	7
Prevost	H3-45	2010	56	Yes (a-i)	Plus (k-o)	4
Prevost	X3-45	2010	40	Yes (a-i)	Plus (k-o)	1

Standard Features:

- (a) Armrests, footrests, and cup holders;
- (b) First aid kit with Naloxone (Narcan) kit, and seatbelt cutter;
- (c) Fully functioning restroom facility (serviced daily with sufficient supplies on overnight trips);
- (d) Global Positioning System (GPS) devices or equivalents;
- (e) Heating and Air Conditioning;
- (f) Overhead lighting.
- (g) Public Address (PA) system;
- (h) Reclining Seats;
- (i) Storage capacity (overhead, under seat, under coach); and,
- (j) Two-way communication with their dispatch.

Optional Features:

- (k) Internet Wi-Fi.
- (l) Laptop / mobile phone plug in;
- (m) Microphone system;
- (n) Sunscreens; and,
- (o) TV/ Audio/Visual equipment.

Category:			Category B – Bus Transportation Services (Yellow and Activity)			
Make	Model	Year of the Vehicle	Capacity (# of Passengers)	Standard Features of the Vehicle	Optional Features of the Vehicle	Quantity
International	CE	2016	72	Yes (a-e)	No	3
Freightliner	C2	2017	71	Yes (a-e)	No	34
Bluebird	Vision	2020-2021	71	Yes (a-e)	No	151
General Motors	Microbird	2019	18	Yes (a-e)	No	84
Chevrolet	Arboc	2019	12	Yes (a-e)	Yes (f-l)	1
Freightliner	C2	2018	40	Yes (a-e)	Yes (f-l)	3
Mercedes	Sprinter	2007	14	Yes (a-e)	Yes (f-l)	2

Standard Features:

- (a) Heating;
- (b) Two-way communication with their dispatch;
- (c) Storage capacity (Activity Bus only);
- (d) First aid kit with Naloxone (Narcan) kit; and,
- (e) Seatbelt cutter.

Optional Features:

- (f) Air Conditioning;
- (g) Camera's;
- (h) Global Positioning System (GPS) devices or equivalents;
- (i) Public Address (PA) system;
- (j) Storage capacity (Yellow Bus only);
- (k) Towing capabilities (e.g., ability to tow canoes for summer camp); and,
- (l) Vehicle Wrapping (Activity Bus only).

SCHEDULE 2 APPENDIX G – SUBCONTRACTOR'S LIST

Name of the Sub Contractor	Area where the Sub Contractor has Pick-up Right and may provide Service	Category where the Sub Contractor may provide Service	Type of Vehicle may be provided by Sub Contractor
McClusky Transportation Ltd	Toronto - 1a York - 1b Durham - 1c Peel - 1d Halton - 1e Dufferin - 1f	<input checked="" type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input checked="" type="checkbox"/> Category B – Bus Transportation Services	Highway Motor Coach, Activity bus and School Bus
Montgomery Bus Lines	Waterloo - 4c Huron - 4d Wellington - 4e	<input type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input checked="" type="checkbox"/> Category B – Bus Transportation Services	Activity Bus and School Bus
Southland Transportation Ltd	Thunder Bay - 11a	<input checked="" type="checkbox"/> Category A – Highway Motor Coach Transportation Services <input checked="" type="checkbox"/> Category B – Bus Transportation Services <input type="checkbox"/> Category C – Van, Taxi, or Limousine Transportation Services	Highway Motor Coach, Activity bus and School Bus

SCHEDULE 2 APPENDIX H - CUSTOMER'S POLICIES AND GUIDELINES

ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“College” means The Sir Sandford Fleming College of Applied Arts and Technology;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where the Supplier's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Contract;

“Contract” means OEMC Master Agreement #2021-374-03, this Customer-Supplier Agreement, an order for the Deliverables and these Purchase Order Terms;

“Deliverables” means the goods and/or services described in this order;

“Health Emergency” means a situation in which the College determines, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority or other governmental authority that occupants, students, faculty, invitees and/or contractors in or on any part of the College property are or may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health, including pandemics, epidemics and outbreaks of dangerous contagions;

“Indemnified Parties” means the College, its Board of Governors, trustees, directors, officers, agents, employees, volunteer;

“Industry Standards” include, but are not limited to: (a) the provision of all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by parties providing goods or services similar to the Deliverables in similar situations and; (b) adherence to commonly accepted norms of ethical business practices;

“Off-site” or “Off-site Location” means areas beyond or outside of the property boundaries of the College;

“Rates” means the price, in Canadian funds, to be charged for the Deliverables, as set out in the Contract, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes; (b) all labour and material costs; (c) all travel costs; (d) all costs associated with insuring, transporting and delivering the Deliverables to the College at its address specified on the order; (e) all insurance costs; and (f) all other overhead, including any fees or other charges required by law;

“Related Entities” include directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors.

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them; and

“Supplier” means the supplier identified on the face of this order.

ARTICLE 2– GENERAL TERMS

2.01 Purchasing Services Authorization

The College is responsible only for Purchase Orders issued by the Purchasing Department. Shipment, delivery or performance of any Deliverables by the Supplier constitutes acceptance of these Purchase Order Terms in their entirety. The Contract embodies the entire agreement between the College and the Suppliers with regard to the provision of Deliverables and supersedes any other understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables.

2.02 Changes By Written Amendment Only

Changes to the Contract shall be only by written amendment signed by the parties.

2.03 Notices

Notices shall be in writing and shall be delivered by mail, personal delivery or email and shall be addressed to the contact identified on the face of this order.

2.04 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

2.05 Severability

If any term or condition of the Contract, or the application thereof, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition (except to the extent to which it is held invalid or unenforceable), shall not be affected.

2.06 No Indemnities from College

Nothing in the Contract, whether express or implied, will directly or indirectly increase the indebtedness or contingent liabilities of the College beyond the obligation to pay the Rates in respect of Deliverables accepted by the College.

The College's maximum aggregate liability for any and all claims and damages arising out of or related to this Contract, whether arising in contract, tort, strict liability, statute or otherwise shall not exceed the total contract value. The limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances. The Supplier acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary.

2.07 No Claims or Recourse against the Crown

The remedies, recourse or rights of the Supplier shall be limited to the College and to the right, title and interest owned by the College in and to all of its personal property, whether now existing or hereinafter arising or acquired from time to time; and the Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the Contract, and agrees that it shall have no remedies, recourse or rights in respect of the Contract against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the College and its assets.

2.08 Survival

This paragraph and paragraphs 2.04, 2.05, 2.06, 2.07, 3.02, 3.03, 4.01, 6.02 shall survive the termination or expiry of the Contract.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN COLLEGE AND SUPPLIER

3.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other party that would in any way interfere with the rights of the College under this Contract.

3.02 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the College or to assume or create any obligation or responsibility, express or implied, on behalf of the College. The Supplier shall not hold itself out as an agent, partner or employee of the College. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the College and the Supplier or any of the Supplier's Related Entities.

3.03 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its Related Entities. The Supplier shall advise its Related Entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract.

3.04 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract without the prior written consent of the College.

3.05 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) give notice to the College without delay of any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the College to resolve any Conflict of Interest.

3.06 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY SUPPLIER

4.01 Deliverables Warranty

- (a) The Supplier represents and warrants that the Deliverables (i) shall be provided diligently in a professional and competent manner by persons qualified and skilled in their occupation in accordance with: (a) the Contract; (b) Industry Standards; and (c) the Requirements of Law; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title.
- (b) The Supplier represents and warrants that the use or sale of the Deliverables purchased under this Contract will not infringe any patent, copyright or trademark.
- (c) The Deliverables are subject to the College's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the College, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the College in a rectification notice.

4.02 Packaging and Risk

The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by the College.

4.03 AODA

The Supplier shall comply with the Ontario Regulation 429/07, Accessibility for Customer Services, and Ontario Regulation 191/11 as provided for under the Accessibility for Ontarians with Disabilities Act (AODA).

4.04 College Policies

When performing work on College campuses or facilities operated by the College, the Supplier hereby covenants and agrees to comply with all relevant College policies and procedures, including but not limited to the Sexual Assault and Sexual Violence Policy, the Harassment and Discrimination Prevention Policy, and the COVID-19 Vaccination Requirement. The Supplier is solely responsible for ensuring that all employees and subcontractors working on College campuses or facilities operated by the College are compliant with all relevant College policies and procedures. The Supplier is solely responsible for making inquiries regarding the relevant College policies and procedures. Breach of this clause may result in penalties, cancellation, or other sanctions. All College policies and procedures are accessible at <https://department.flemingcollege.ca/policies-procedures/>

4.05 COVID-19 Vaccination Requirement

The Supplier must comply with the College's COVID-19 Vaccination Requirement. The Supplier is solely responsible for ensuring that all employees and subcontractors working on College campuses or facilities operated by the College are compliant with this policy and that they submit proof of vaccination to the College in the manner directed. Breach of this clause may result in penalties, cancellation, or other sanctions. The full COVID-19 Vaccination Requirement (Policy # 1-113) is accessible at <https://department.flemingcollege.ca/policies-procedures/attachment/528/download>. Please refer to <https://flemingcollege.ca/covid19/vaccination-information> for directions on how to provide proof of vaccination.

4.06 Sexual Assault and Sexual Violence Policy; Harassment and Discrimination Prevention Policy

The Supplier shall comply with the Sexual Assault and Sexual Violence Policy; Harassment and Discrimination Prevention Policy and the Ontario Human Rights Code. Breach of this clause may result in penalties, cancellation, or other sanctions. Refer to <https://department.flemingcollege.ca/policies-procedures/human-resources/> for further details.

4.07 Cannabis Possession and Use Policy

The Supplier must comply with the Cannabis Possession and Use Policy; Breach of this clause may result in penalties, cancellation, or other sanctions. Refer to <https://department.flemingcollege.ca/policies-procedures/finance-and-facilities/> to view the policy.

4.08 Health Emergency

Notwithstanding anything contained in the Contract to the contrary, if a Health Emergency exists, the College may require the Supplier to operate with reduced staffing levels and may amend, supplement or otherwise enforce any term of this Contract accordingly for the duration of the Health Emergency and may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Health Emergency. Without limiting the generality of the foregoing:

- (a) during a Health Emergency, the College shall be entitled to restrict or limit access of the Supplier and any of the Supplier's employees, contractors and/or agents to any part of the College Property, including any Building located on the College Property.
- (b) during a Health Emergency, the College shall be entitled to restrict or limit access of the Supplier and any of the Supplier's employees, contractors and/or agents, who are acting as a representative of the College to any Off-site Location, including the location where the services are being provided.
- (c) during a Health Emergency, the College shall be entitled to require the Supplier to operate with reduced staffing levels which shall be determined by the College in its absolute discretion for work that is completed on College Property and on behalf of the College at an Off-site Location.
- (d) the College shall be entitled, during such time as there is a Health Emergency to require all occupants to comply with reasonable measures imposed in respect thereof by the College, including but not limited to health screening, the use of hand washing and other sanitation products directly related to the management of the health threat, attendance at mandatory training sessions, and the use of additional protective clothing by all Supplier's personnel such as protective barriers, gloves and masks. Where the Supplier and any of the Supplier's employees, contractors and/or agents, are acting as a representative of the College at an Off-site Location they shall comply with the reasonable measures imposed by the College for Off-site work including but not limited to those detailed above, and any and all reasonable measures imposed by the management of the Off-site Location. If during a Health Emergency, the reasonable measures of the College and an Off-site Location conflict, it shall be determined by the College in its absolute discretion if the Off-site Location's reasonable measures are acceptable, and if work shall begin or continue. It is the Supplier's sole responsibility to inquire about any and all Health Emergency measures prior to beginning work on College Property or at an Off-site Location. The Supplier shall comply with all measures imposed by the College in response to the Health Emergency and shall observe all additional rules, regulations and/or restrictions which the College may adopt in response to the Health Emergency. It is the Supplier's sole responsibility to ensure compliance with the reasonable measures by all personnel.

ARTICLE 5 – PAYMENT FOR DELIVERABLES**5.01 Payment According to Contract Rates**

- (a) The College shall pay the Supplier for the Deliverables in accordance with the Rates within thirty (30) days of receipt by the College of a satisfactory invoice from the Supplier requesting payment for Deliverables that have been received and accepted by the College; or for Deliverables subject to the Construction Act, payment will be made within twenty-eight (28) days subject to the provisions of the Construction Act.
- (b) All invoices submitted by the Supplier must include: (1) the Supplier's name and address; (2) the date of the invoice and the period during which the Deliverables were supplied; (3) the Purchase Order Number; (4) a description, including quantity where appropriate, of the Deliverables that were supplied; (5) the amount payable for the Deliverables that were supplied, exclusive of

HST, and the amount of HST shown separately, and the payment terms; (6) the name, title, telephone and mailing address of the person to whom payment is to be sent; (7) any other information that may be prescribed in the Contract.

- (c) Invoices should be addressed to the College's Account Payable Department and sent electronically to accountspayable@flemingcollege.ca.
- (d) The Supplier will, at the discretion of the College, accept payment from the College by cheque, Electronic Funds Transfer ("EFT") or Purchasing Card at no additional cost. The Supplier will, upon request, provide the College with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to: A void cheque; Financial institution's name; Financial institution's transit number; Financial institution's account number; and, Email address for notification purposes.

5.02 No Expenses or Additional Charges

The Supplier shall pay all applicable taxes and duties, including excise taxes, incurred by or on the Supplier's behalf with respect to the Contract. There shall be no charges payable by the College to the Supplier other than the Rates.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.01 Insurance

When performing work on College property, sites, or events, the Supplier agrees to obtain, no later than 15 calendar days prior to the first day of Supplier operations, and maintain in full force and effect throughout the *Contract Period*, at its own cost, insurance satisfactory to the College with financially sound and reputable insurance companies licensed to underwrite insurance in the Province of Ontario. The *Supplier* shall be responsible for payment of all amounts within the deductible or self-insured retention under each policy of insurance. All insurance policies required pursuant to this clause shall be primary and shall not call into contribution any insurance available to the *College*.

The insurance shall include but not be limited to:

- (1) Ontario Workplace Safety and Insurance Board coverage or General Employers Liability Insurance as required by law.
- (2) **Commercial General Liability** insurance in respect of the *Supplier* and all obligations and operations of the *Supplier* as outlined in this *Contract*, against claims for bodily injury, including personal injury and death, and property damage or loss, indemnifying and protecting the *Supplier*, their respective employees, servants, volunteers, agents and invitees, to the inclusive per occurrence limit of not less than **Ten Million (\$10,000,000.00) Dollars** with a minimum **Twenty Million (\$20,000,000.00) Dollars** annual aggregate. Such insurance shall specifically state by its wording or by endorsement that:
 - (a) The *College*, its board of governors, trustees, officers, employees, servants and agents are included as an additional insured under the policy with respect to the operations and obligations of the *Supplier* as outlined in this *Contract*;
 - (b) The policy includes tenant's legal liability (if the *Supplier* will be leasing premises from the *College*), contractual liability, SPF. 6 Non-Owned Automobile Liability and SEF. 94 Legal Liability for Damage to Hired Automobiles coverage, products and completed operations coverage, advertising injury liability, contingent employer's liability, Host Liquor Liability (if the *Supplier* will be service alcohol), Abuse Liability (if the *Supplier* will be close "one on one" contact with minors or students), and employees as additional insured's;
 - (c) The policy contains a cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each; and
 - (d) The policy shall contain a waiver of subrogation against the *College*, its board of governors, trustees, officers, employees, servants and agents.

If the Deliverables include the use of the Supplier's own automobiles:

- (3) **Automobile Liability** insurance with limits of not less than **Ten Million (\$10,000,000.00) Dollars** per occurrence. The policy must provide Coverage for bodily injury or property damage arising out of the ownership, use or operation of all automobiles owned and/leased by the *Supplier*.

If the Deliverables include the use of the Supplier's own property or College property:

- (4) **All Risk Property and machinery** insurance coverage on a replacement cost *basis* to adequately cover the *Supplier's* equipment and other such property in the care, custody and control of the *Supplier*. The policy shall contain a waiver of rights of subrogation against the *College*, its board of governors, trustees, officers, employees, servants and agents.

If the Deliverables include performing professional services such as Engineering, Architecture or Legal Services (Professional Liability) or Medical Services (Malpractice Liability):

- (5) **Professional Liability/ Malpractice Liability** indemnifying and protecting the *Supplier*, their respective employees, servants, volunteers, agents and invitees, to the inclusive per claim limit of not less than **Five Million (\$5,000,000.00) Dollars** with a minimum **Ten Million (\$10,000,000.00) Dollars** annual aggregate.. Such insurance shall specifically state by its wording or by endorsement that:
 - a) The *College*, its board of governors, trustees, officers, employees, servants and agents are included as an additional insured under the policy with respect to the operations and obligations of the *Supplier* as outlined in this Contract (only applies to Medical Malpractice Liability Insurance);
 - b) The policy contains a cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each (only applies to Medical Malpractice Liability Insurance); and

- c) The policy shall contain a waiver of subrogation against the *College*, its board of governors, trustees, officers, employees, servants and agents (only applies to Medical Malpractice Liability Insurance).

If the Deliverables include performing professional services in Information Technology:

- (6) **Technology Professional Liability** insurance for financial loss arising out of an error, omission or negligent act in the rendering of Services in an amount not less than **Five Million (\$5,000,000.00) Dollars** per claim and in the aggregate.
 - a) policy shall be on a claims made basis and shall provide coverage for damages and defence costs;
 - b) policy shall also include an insuring agreement for cyber or network security and privacy liability insurance, covering loss arising out of the transmission of malicious code, actual or potential unauthorized access, unauthorized use, and a failure to protect confidential information, including but not limited to personal and corporate information, which results in the loss or misappropriation of such information in both electronic and non-electronic format (both first party and third party coverage) [limits applicable to this coverage should be the same per occurrence and in the aggregate as those limits available under the professional liability insuring agreement];
 - c) The service provider should maintain the Technology Professional Liability coverage in place for the duration of the contract in addition to a 3 year time period after termination of this contract by way of annual policy renewal, or purchase of extended reporting period coverage

If the Deliverables provided by the Supplier could result in (1) a data breach or release of personal identifiable information caused by software that is to be used in performance of the agreed upon services and/or (2) the college providing the supplier with personal, confidential or sensitive information to conduct the agreed upon services which could be misappropriated by the supplier in some form or fashion:

- (7) **Privacy & Security (Cyber) Liability** Insurance with a limit of not less than **Five Million (\$5,000,000.00) Dollars** per occurrence and in the aggregate. The policy shall include the following:
 - (a) The *College*, its board of governors, trustees, officers, employees, servants and agents named as an additional insured with respect to the operations and obligations of the *Supplier* as outlined in this Contract;
 - (b) Coverage for notification costs and credit monitoring;
 - (c) Coverage for defense and indemnity in the event of regulatory and/or legal actions brought due to a data breach or release of personally identifiable information alleged to have been caused by the *Supplier* or by software that is to be used in the performance of the agreed upon services; and
 - (d) A cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each.

If the Deliverables provided by the Supplier will be providing services which could result in an environmental liability claim or pollution/contamination related event:

- (8) **Environmental Liability** insurance with limits of not less than **Five Million (\$5,000,000.00) Dollars** per occurrence. The policy shall include the following:
 - (a) The *College*, its board of governors, trustees, officers, employees, servants and agents named as an additional insured with respect to the operations and obligations of the *Supplier* as outlined in this Contract;
 - (b) Coverage for bodily injury or property damage arising out of the release of pollutants or contaminants (solid, liquid, gaseous or thermal pollutant, irritant or contaminant including but not limited to smoke, vapours, odors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, waste materials, including medical, infectious and pathological wastes, electromagnetic fields, low-level radioactive waste/material and mould matter) caused in the performance of this Contract; and
 - (c) A cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (9) Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material change is given by the insurers to the *College* at least thirty (30) days before the effective date thereof.
- (10) Evidence of insurance coverage required above, must be provided to the *College* in advance of commencement of *Supplier* operations as outlined in this Agreement.

6.02 Supplier Indemnity

The Supplier agrees to indemnify and save harmless the Indemnified Parties from all losses, claims, damages, actions, causes of action, costs and expenses that the Indemnified Parties may sustain, incur, suffer or be put to at any time, either before or after this Contract ends, including any claim of infringement of third-party intellectual property rights, arising or occurring, directly or indirectly, by reason of any act or omission of the Supplier or its Related Entities, except to the extent that such liability arises out of the independent acts or omissions of the Indemnified Parties.

ARTICLE 7 – TERMINATION

7.01 Immediate Termination of Contract

The *College* may immediately terminate the Contract upon giving notice to the *Supplier* for any reason, notwithstanding that the *Supplier* might not be in default under the Contract, and in such event the *College* shall be liable to the *Supplier* only for the payment of the Rates in respect of Deliverables accepted by the *College* up to the date of termination. The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the *College* under the Contract, at law or in equity.

SCHEDULE 2 APPENDIX I - PERFORMANCE MANAGEMENT

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SCHEDULE 2 APPENDIX J – ESCALATION PROCESS AND CONTACT INFORMATIONEscalation Process:

The first stage of escalation is for Customer's to contact the Century Transportation Office that the booking was made with.

If Customer Support is unable to provide full satisfaction to the Customer the issue is escalated to Steve Collins, Regional Director.

If the Regional Director is unable to provide full satisfaction to the Customer the issue is escalated to the Vice President.

At this level actions will be taken to address the Customer's concerns with in twenty-four (24) hours.

Contact Information:

Department or Person of Contact	Availability (Hours)	Email	Telephone
Customer Support	Monday – Friday, 8 am – 5 pm EST	OECM@centurytransportation.ca	Office booking was made with
Steve Collins, Regional Director	Monday – Friday, 8 am – 5 pm EST	stephenc@centurytransportation.ca	(705) 748-6301
Murray Glass, Vice President	Monday – Friday, 8 am – 5 pm EST	murrayg@centurytransportation.ca	

[End of Customer-Supplier Agreement]



Board of Governors

Briefing Note



Topic: Frost Student Association and Student Activity Council Financial Statements
Report To: Public Board Meeting
Meeting Date: March 27, 2024
Prepared By: Drew Van Parys, EVP, Finance and Administration
Greg Edwards, Director, Finance Services and Controllershship

Recommendation

That the Board of Governors receive the Frost Student Association (FSA) and Student Activity Council (SAC) Financial Statements for information.

Overview

The Frost Student Association and Sir Sanford Fleming College Student Administrative Council annual audited financial statements as at March 31, 2023 are received by the Board for information purposes.

The FSA and SAC are separate entities that are not included in the College's financial statements; however, they are related entities and accordingly the College have access – for review purposes – to their respective financial statements.

The attached 2023 year-end audited financial statements have been reviewed by Finance. We report nothing that would be of significant concern.

Alignment with Fleming College's Strategic Direction and the Strategic Mandate Agreement

Responsible cooperation with the FSA and SAC student bodies in year-end review.

Risks and Considerations

External Environment Internal Environment Financial Human Resources
 Information Technology Legal Operational Strategic N/A

Supporting Documentation

-
- Attachment 1: Frost Student Association (FSA) Audited Financial Statements as at March 31, 2023
 - Attachment 2: Sir Sanford Fleming College Student Administrative Council (SAC) Audited Financial Statements as at March 31, 2023



Financial Statements

Sir Sandford Fleming College Student Administrative Council

March 31, 2023

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Independent Auditor's Report

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To the Members of
Sir Sandford Fleming College Student Administrative Council

Opinion

We have audited the financial statements of Sir Sandford Fleming College Student Administrative Council (the "Council"), which comprise the statement of financial position as at March 31, 2023, and the statements of changes in fund balances, operations and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Council as at March 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Council in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Council's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Council or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Council's financial reporting process.

Independent Auditor's Report (continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- ◆ Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- ◆ Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the council's internal control.
- ◆ Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- ◆ Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the council's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the council to cease to continue as a going concern.
- ◆ Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Peterborough, Canada
August 8, 2023

The logo for Grant Thornton LLP, featuring the company name in a stylized, cursive script font.

Chartered Professional Accountants
Licensed Public Accountants

Sir Sandford Fleming College Student Administrative Council

Statement of Financial Position

March 31

	2023	2022
Assets		
Current		
Cash	\$ 302,294	\$ 286,245
Accounts receivable	10,732	3,825
Due from Sir Sandford Fleming College (Note 4)	6,222,064	8,973,373
Inventory	2,977	2,844
Prepaid expenses	<u>375,831</u>	<u>447,461</u>
	6,913,898	9,713,748
Capital assets (Note 5)	<u>633,551</u>	<u>808,903</u>
	<u>\$ 7,547,449</u>	<u>\$ 10,522,651</u>
Liabilities		
Current		
Accounts payable and accrued liabilities (Note 6)	\$ 451,744	\$ 261,380
Deferred revenue	<u>556,262</u>	<u>640,232</u>
	<u>1,008,006</u>	<u>901,612</u>
Fund balances		
Unrestricted	2,679,318	3,772,463
Internally restricted Health Plan	153,194	63,662
Internally restricted Transit Plan	1,888,343	3,766,767
Internally restricted - invested in capital assets	633,551	808,903
Externally restricted	<u>1,185,037</u>	<u>1,209,244</u>
	<u>6,539,443</u>	<u>9,621,039</u>
	<u>\$ 7,547,449</u>	<u>\$ 10,522,651</u>

Commitments (Note 8)

Sir Sandford Fleming College Student Administrative Council

Statement of Changes in Fund Balances

Year ended March 31

	Unrestricted	Internally restricted Health Plan	Internally restricted Transit Plan	Invested in Capital Assets	Externally restricted	Total 2023	Total 2022
Balance, beginning of year	\$ 3,772,463	\$ 63,662	\$ 3,766,767	\$ 808,903	\$ 1,209,244	\$ 9,621,039	\$ 9,987,448
Deficiency of revenues over expenditures	(3,080,882)	-	-	-	(714)	(3,081,596)	(366,409)
Interfund transfers (Note 7)	<u>1,987,737</u>	<u>89,532</u>	<u>(1,878,424)</u>	<u>(175,352)</u>	<u>(23,493)</u>	<u>-</u>	<u>-</u>
Fund balances, end of year	<u>\$ 2,679,318</u>	<u>\$ 153,194</u>	<u>\$ 1,888,343</u>	<u>\$ 633,551</u>	<u>\$ 1,185,037</u>	<u>\$ 6,539,443</u>	<u>\$ 9,621,039</u>

See accompanying notes to the financial statements.

Sir Sandford Fleming College Student Administrative Council

Statement of Operations

Year ended March 31

	Unrestricted	Externally restricted	Total 2023	Total 2022
Revenues				
Student activity fees	\$ 826,943	\$ -	\$ 826,943	\$ 750,035
Student levied ancillary fees	-	(714)	(714)	202,444
SAC Services (Schedule A)	26,385	-	26,385	3,242
Steele Centre (Schedule B)	74,528	-	74,528	2,554
Health plan (Schedule C)	963,918	-	963,918	1,071,653
Student transit program (Schedule D)	1,590,045	-	1,590,045	163,780
Interest earned - Sir Sandford Fleming College	280,167	-	280,167	78,446
	<u>3,761,986</u>	<u>(714)</u>	<u>3,761,272</u>	<u>2,272,154</u>
Expenditures				
SAC Services (Schedule A)	134,623	-	134,623	44,412
Steele Centre (Schedule B)	308,326	-	308,326	208,709
Health plan (Schedule C)	874,386	-	874,386	1,094,176
Student transit program (Schedule D)	1,398,469	-	1,398,469	691,895
Administrative (Schedule E) (Note 9)	512,719	-	512,719	392,330
Donations to Sir Sandford Fleming College (Note 4)	3,415,500	-	3,415,500	-
Interest on long-term debt	-	-	-	9,262
Amortization	198,845	-	198,845	197,779
	<u>6,842,868</u>	<u>-</u>	<u>6,842,868</u>	<u>2,638,563</u>
Deficiency of revenues over expenditures	<u>\$ (3,080,882)</u>	<u>\$ (714)</u>	<u>\$ (3,081,596)</u>	<u>\$ (366,409)</u>

Sir Sandford Fleming College Student Administrative Council

Statement of Cash Flows

Year ended March 31

	2023	2022
Cash provided from (used for)		
Operating activities		
Deficiency of revenues over expenditures	\$ (3,081,596)	\$ (366,409)
Add items not requiring an outlay of cash		
Amortization	<u>198,845</u>	<u>197,779</u>
	(2,882,751)	(168,630)
Change in non-cash working capital items		
Accounts receivable	(6,909)	977
Inventory	(133)	(1,076)
Prepaid expenses	71,630	44,046
Accounts payable and accrued liabilities	190,368	67,018
Deferred revenue	<u>(83,971)</u>	<u>(13,586)</u>
	(2,711,766)	(71,251)
Financing activities		
Repayment of promissory notes	-	(339,489)
Investing activities		
Purchase of capital assets	(23,493)	-
Due from Sir Sandford Fleming College	<u>2,751,308</u>	<u>316,561</u>
	<u>2,727,815</u>	<u>316,561</u>
Increase (decrease) in cash	16,049	(94,179)
Cash, beginning of year	<u>286,245</u>	<u>380,424</u>
Cash, end of year	<u>\$ 302,294</u>	<u>\$ 286,245</u>

See accompanying notes to the financial statements.

Sir Sandford Fleming College Student Administrative Council

Notes to the Financial Statements

March 31, 2023

1. Purpose of organization

Sir Sandford Fleming College Student Administrative Council (Sutherland Campus) (the "Council") is a non-profit organization which provides services to the students, carries out various activities and operates the Steele Centre for the benefit of the students of Sir Sandford Fleming College (the "College"). Its objectives include ensuring the rights of students as free individuals; promoting extra-curricular activities; promoting student body interests in the community; serving as a medium of communication between student body, administration and faculty; serving as a bond between the student body and alumni; and administering the assets of the Council in an effective and prudent manner. The Council is not subject to corporation income taxes and, as provided by its Letters Patent, the Council is prohibited from distributing any of its earnings to, or for the personal benefit of, its members.

2. Summary of significant accounting policies

These financial statements are prepared in accordance with Canadian accounting standards for not-for-profit organizations. The significant policies are detailed below:

Fund accounting

The Council uses fund accounting to account for its various activities. The Council's funds are as follows:

- i. The Unrestricted fund accounts for the Council's program delivery and administrative activities.
- ii. The internally restricted Health Plan fund consists of resources set aside by the Board of Directors for future Health Plan costs.
- iii. The internally restricted Transit Plan fund consists of resources set aside by the Board of Directors for future Transit Plan costs.
- iv. The internally restricted - invested in capital assets fund reports the investment the Council has made in capital assets.
- v. The Externally restricted fund reports the assets, liabilities, revenues, and expenditures related to restricted resources for capital purchases made by the Council and Council-funded capital purchases made by the College.

Sir Sandford Fleming College Student Administrative Council

Notes to the Financial Statements

March 31, 2023

2. Summary of significant accounting policies, continued

Revenue recognition

Revenues and expenditures are recorded on the accrual basis of accounting.

(i) Fees and sales

Unrestricted fund student activity fees, health plan, and student transit program are recognized as revenue in the period in which the related services are provided.

Steele Centre revenues are recognized as revenue as at the date of the sale to the customer.

(ii) Contributions

The Council follows the restricted fund method of accounting for contributions. The Council receives contributions restricted to support capital purchases made by the Council and Council-funded capital purchases made by the College, which are recognized as student levied ancillary fees revenue in the Externally restricted fund when received or receivable.

Government assistance relates to subsidies for which the Council does not have a restricted fund, and is recognized as revenue in the Unrestricted fund in the period covered by the funding.

(iii) Investment income

Interest revenue is recognized as earned.

(iv) Contributed services

The Council recognizes contributed services when the fair value of these contributions can be reasonably estimated and if it would have had to otherwise acquire these services for its normal operations.

Cash

Cash includes bank balances held in Canadian financial institutions and cash floats on hand.

Sir Sandford Fleming College Student Administrative Council

Notes to the Financial Statements

March 31, 2023

2. Summary of significant accounting policies, continued

Valuation of inventory

Inventory is valued at the lower of cost and net realizable value, with cost being determined substantially on a first-in, first-out basis.

Capital assets and amortization

Capital assets are stated at acquisition cost. Amortization is provided on a straight-line basis over the estimated useful lives of the assets as follows:

Leasehold improvements	15 years
Furniture and equipment	5 years
Computer equipment	5 years

Capital assets are written down to fair value or replacement cost to reflect partial impairments when conditions indicate that the assets no longer contribute to the organization's ability to provide services, or that the value of future economic benefits or service potential associated with the capital assets are less than their carrying amounts.

Use of estimates

Management reviews the carrying value of items in the financial statements at each reporting date to assess the need for revision or any possibility of impairment. Management determines estimates based on assumptions that reflect the most probable set of economic conditions and planned courses of action. Estimates are reviewed periodically and adjustments are made to revenues and expenditures as appropriate in the year they become known. Items subject to significant management estimates include the useful life of capital assets.

Financial instruments

The Council considers any contract creating a financial asset, liability or equity instrument as a financial instrument, except in certain limited circumstances. The Council accounts for the following as financial instruments:

- cash
- accounts receivable
- due from Sir Sandford Fleming College
- accounts payable

A financial asset or liability is recognized when the Council becomes a party to contractual provision of the instrument.

The Council initially measures its financial assets and financial liabilities at fair value.

The Council subsequently measures all of its financial assets and financial liabilities at amortized cost.

Sir Sandford Fleming College Student Administrative Council

Notes to the Financial Statements

March 31, 2023

2. Summary of significant accounting policies, continued

Financial assets or liabilities obtained in related party transactions are initially measured at cost, with the exception of certain instruments which are initially measured at fair value. The Council does not have any financial assets or financial liabilities in related party transactions which are initially measured at fair value.

Financial assets and financial liabilities recognized in related party transactions are subsequently measured based on how the Council initially measured the instrument. Financial instruments initially measured at cost are subsequently measured at cost, less any impairment for financial assets. Financial instruments initially measured at fair value, of which the Council has none, would be subsequently measured at amortized cost or fair value based on certain conditions.

The Council removes financial liabilities, or a portion of, when the obligation is discharged, cancelled or expires.

Financial assets measured at cost are tested for impairment when there are indicators of impairment. Previously recognized impairment losses are reversed to the extent of the improvement provided the asset is not carried at an amount, at the date of reversal, greater than the amount that would have been the carrying amount had no impairment loss been recognized previously. The amounts of any write-downs or reversals are recognized in net income.

3. Financial Instruments

Transactions in financial instruments may result in an entity assuming or transferring to another party one or more of the financial risks described below. The required disclosures provide information that assists users of the financial statements in assessing the extent of risk related to financial instruments. Unless otherwise noted, there has been no change in risk exposure from the prior year.

(a) Liquidity risk

Liquidity risk is the risk that the Council will not be able to meet its obligations associated with financial liabilities. Cash flow from student levied fees and the amount due from Sir Sandford Fleming College are sufficient to meet the Council's cash requirements.

(b) Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge the obligation. The Council is exposed to credit risk in the event of non-performance by counterparties in connection with its accounts receivable. The maximum exposure to credit risk is the carrying value of accounts receivable and due from Sir Sandford Fleming College.

Sir Sandford Fleming College Student Administrative Council

Notes to the Financial Statements

March 31, 2023

4. Related party transactions

The Council has an economic interest in the College. The College collects all student fees on behalf of the Council. The cash is held by the College and transferred to the Council upon request. Interest on the cash held by the College was earned at a rate of prime less 1.7% (2022 - prime less 1.7%) during the year. During the year, the Council paid \$100,606 (2022 - \$97,644) to the College for utilities and cleaning services.

During the year, the Council made donations to the College totalling \$3,415,500 in support of bursaries, transportation, and food program initiatives, \$1,345,500 of which was funded by the unrestricted fund and \$2,070,000 of which was funded by the internally restricted Transit Plan fund.

5. Capital assets

The major categories of capital assets and related accumulated amortization are as follows:

	2023	2023	2022	2022
	Cost	Accumulated Amortization	Cost	Accumulated Amortization
Steele Centre				
Leasehold improvements	\$ 2,497,705	\$ 1,984,771	\$ 2,497,705	\$ 1,813,915
Furniture and equipment	155,861	143,707	152,069	139,530
Administrative offices				
Leasehold improvements	299,966	209,976	299,966	189,978
Furniture and equipment	114,513	96,040	94,813	92,227
Computer equipment	<u>25,758</u>	<u>25,758</u>	<u>25,758</u>	<u>25,758</u>
	<u>3,093,803</u>	<u>2,460,252</u>	<u>3,070,311</u>	<u>2,261,408</u>
Net book value	<u>\$ 633,551</u>		<u>\$ 808,903</u>	

Sir Sandford Fleming College Student Administrative Council

Notes to the Financial Statements

March 31, 2023

6. Accounts payable and accrued liabilities

Included in accounts payable and accrued liabilities are government remittances of \$4 (2022 - \$115).

7. Interfund transfers

The Board of Directors has approved interfund transfers as follows:

	<u>Unrestricted</u>	<u>Internally restricted Health Plan</u>	<u>Internally restricted Transit Plan</u>	<u>Invested in Capital Assets</u>	<u>Externally restricted</u>
Purpose of interfund transfer					
1. Health plan - excess of revenue over expenditure	(89,532)	89,532	-	-	-
2. Transit plan - excess of revenue over expenditure	(191,576)	-	191,576	-	-
3. Amortization expense	198,845	-	-	(198,845)	-
4. Capital asset purchases	-	-	-	23,493	(23,493)
5. Donation to College funded by Transit plan	<u>2,070,000</u>	<u>-</u>	<u>(2,070,000)</u>	<u>-</u>	<u>-</u>
	<u>1,987,737</u>	<u>89,532</u>	<u>(1,878,424)</u>	<u>(175,352)</u>	<u>(23,493)</u>

Sir Sandford Fleming College Student Administrative Council

Notes to the Financial Statements

March 31, 2023

8. Commitments

- (i) In fiscal 2017 the Council entered into an agreement with the College to lease approximately 11,850 square feet for the area known as the Steele Centre and Council offices. The agreement is for a 99 year term ending March 31, 2115 with basic rent payable during the term in the amount of a one-time \$10 fee, payable on the commencement date of April 1, 2016. In addition to basic rent, the Council is responsible for an annual facility fee to cover office, cleaning and other related maintenance costs. The cost of the leased space is at an amount less than market value. A reasonable estimate of these services cannot be made and, accordingly, these contributed services are not recognized in the financial statements.
 - (ii) The Council's food services have been contracted out to a third party with commission revenues being earned at a rate of 12.75% of net sales. Commissions earned during the year amounted to \$4,622 (2022 - \$Nil).
 - (iii) During the year, the Council entered into an agreement with the City of Peterborough for a Universal Transit Pass Program for students of the Sutherland Campus. The agreement commenced on September 1, 2022 for a three year term ending August 31, 2025, with the option to extend the term of the agreement to August 31, 2026. The cost of services provided under this agreement is \$91.57 per hour in the first year, increasing by 2% annually. The cost of the program is covered by student transit fees and internally restricted transit plan funds.
 - (iv) During the year, the Council entered into an agreement with RideShark Corporation which provides a ride sharing application to students of the Sutherland Campus. The agreement commenced on April 1, 2022 for \$10,000 plus HST, and lasts until March 31, 2023. The service contract is renewable for two additional years, at \$7,500 plus HST per year.
 - (v) The Council has agreed to provide a financial contribution totalling \$30,000 plus HST for a duration of six months starting on February 1, 2023, and ending on August 1, 2023, to establish a Universal Transit Pass system in which SAC Transit Pass holders shall be permitted to access "The Link" at no charge. "The Link" is a rural transportation service operating within Selwyn and Curve Lake First Nation that links to the City of Peterborough. Either party (the Council and the Township of Selwyn) may terminate this Agreement at any time during the term by providing the other party with written notice.
 - (vi) During the year, the Council entered into an agreement with the Electric City Football Club (ECFC) for the provision of advertising, alcohol sales, and other services. The agreement is for the period of May 1, 2023 to August 31, 2023. ECFC will pay the Council \$8,000 plus HST in exchange for the purchase of two seasons tickets to the ECFC football matches, use of the Steele Centre and Steele Centre Pub space for any ECFC banquets, advertisement of soccer matches on campus media screens, provision of volunteers for home games, bartenders to serve alcohol and concessions at each home game, and alcohol to be sold at each home game. Profits made from the sale of alcohol and concessions at the ECFC home games are to be shared between the Council and ECFC at 60% and 40%, respectively.
-

Sir Sandford Fleming College Student Administrative Council

Notes to the Financial Statements

March 31, 2023

9. Allocation of expenses

The Council allocates a certain portion of their administrative expenses to the Steele Centre and transit operations each year. In prior years, a portion was also allocated to the health plan, however, this ended in fiscal 2023 as the health plan fee collected no longer covers allocated administrative expenses. These costs are now covered by the Activity fee within the operating budget.

Salaries and wages are allocated to the Steele Centre and transit operations based on the work performed on these functions. The amounts allocated during the year to the Steele Centre and transit operations are \$8,544 (2022 - \$7,797) and \$119,000 (2022 - \$68,000), respectively. In prior years, salaries and wages were also allocated to the health plan, however, this ended in fiscal 2023 as the health plan fee collected no longer covers allocated salary and wages expenses. These costs are now covered by the Activity fee within the operating budget. There was \$65,000 allocated to the health plan in fiscal 2022.

Commercial insurance is allocated to the Steele Centre based on the usage of space. The amount allocated during the year was \$15,151 (2022 - \$14,703).

Other administrative expenses including computer, rent, travel and employee training, are allocated to the transit operations based on the usage. The amount allocated during the year was \$21,000 (2022 - \$12,000). In prior years, other administrative expenses were also allocated to the health plan based on usage, however, this ended in fiscal 2023 as the health plan fee collected no longer covers allocated other administrative expenses. These costs are now covered by the Activity fee within the operating budget. There was \$10,000 allocated to the health plan in fiscal 2022.

Sir Sandford Fleming College Student Administrative Council Schedule of Revenues and Expenditures on SAC Services

Year ended March 31

	2023	2022
Revenues		
Advertising	\$ 16,710	\$ -
Food security	6,870	47
Graduation photographs	<u>2,805</u>	<u>3,195</u>
	<u>26,385</u>	<u>3,242</u>
Expenditures		
Transition	105,272	30,233
School agendas	13,479	10,622
Special events and promotions	12,456	3,062
Campus engagement	3,190	445
Divisional representatives	<u>226</u>	<u>50</u>
	<u>134,623</u>	<u>44,412</u>
Deficiency of revenues over expenditures from SAC Services	<u>\$ (108,238)</u>	<u>\$ (41,170)</u>

Sir Sandford Fleming College Student Administrative Council Schedule of Steele Centre Operations

Year ended March 31

	2023	2022
Revenues		
Bar operations	\$ 56,449	\$ 2,446
Hall rental, catering and pool table	8,621	-
Food commissions	4,622	-
Event ticket sales	4,145	-
Miscellaneous	691	108
	<u>74,528</u>	<u>2,554</u>
Expenditures		
Salaries and wages	110,225	74,402
Facility fees	79,666	77,321
Programmer events	48,366	20,555
Bar purchases and supplies	23,912	1,059
Insurance	15,151	14,703
Operations	8,995	3,690
Travel and conference	8,642	775
Professional fees	8,549	11,216
Memberships, licenses and fees	4,390	508
Other	430	190
Advertising and promotion	-	4,290
	<u>308,326</u>	<u>208,709</u>
Deficiency of revenues over expenditures from Steele Centre operations	<u>\$ (233,798)</u>	<u>\$ (206,155)</u>

Sir Sandford Fleming College Student Administrative Council Schedule of Health Plan Operations

Year ended March 31

	2023	2022
Revenues		
Student premiums net of refunds	\$ 963,918	\$ 1,071,653
Expenditures		
Health coverage costs	874,126	1,000,256
Administrative	260	28,920
Wages and benefits	-	65,000
	<u>874,386</u>	<u>1,094,176</u>
Excess (deficiency) of revenues over expenditures from health plan operations	<u>\$ 89,532</u>	<u>\$ (22,523)</u>

Sir Sandford Fleming College Student Administrative Council Schedule of Student Transit Operations

Year ended March 31

	2023	2022
Revenues		
Student fees	\$ 1,590,045	\$ 163,780
Expenditures		
City of Peterborough transit services	1,209,403	553,600
Salaries and wages	119,000	68,000
Operations	37,766	58,295
Administration	21,000	12,000
Rideshare	11,300	-
	<u>1,398,469</u>	<u>691,895</u>
Excess (deficiency) of revenues over expenditures from student transit operations	<u>\$ 191,576</u>	<u>\$ (528,115)</u>

Sir Sandford Fleming College Student Administrative Council

Schedule of Administrative Expenditures

Year ended March 31

2023

2022

	2023	2022
Expenditures		
Salaries and benefits	\$ 329,232	\$ 254,408
Directors fees and awards	37,150	20,660
Professional fees	30,843	32,624
Board of Directors expenses	18,782	6,934
Insurance	16,848	16,560
Office supplies	13,961	13,528
Travel and conferences	13,927	1,263
Memberships, licenses and fees	13,134	21,041
Facility fees	12,540	10,324
Marketing and promotions	10,056	7,901
Miscellaneous	9,007	2,414
Interest and bank charges	3,489	2,512
Telephone	2,346	748
Staff meetings and training	1,403	1,413
	<u>\$ 512,718</u>	<u>\$ 392,330</u>



Grant Thornton

Financial Statements

Frost Student Association

March 31, 2023

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Independent Auditor's Report

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To the Members of
Frost Student Association

Opinion

We have audited the financial statements of Frost Student Association (the "Association"), which comprise the statement of financial position as at March 31, 2023, and the statements of fund balances, operations and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Association as at March 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Association in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Association or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Association's financial reporting process.

Independent Auditor's Report (continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- ◆ Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- ◆ Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the council's internal control.
- ◆ Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- ◆ Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the council's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the council to cease to continue as a going concern.
- ◆ Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Grant Thornton LLP

Peterborough, Canada
December 7, 2023

Chartered Professional Accountants
Licensed Public Accountants

Frost Student Association Statement of Financial Position

March 31

2023

2022

Assets

Current

Cash	\$ 256,320	\$ 323,462
Accounts receivable	285	17,977
Inventory	2,251	1,702
Prepaid expenses	12,569	13,127
Due from Sir Sandford Fleming College (Note 4)	1,105,192	857,474

1,376,617 1,213,742

Capital assets (Note 5)

1,104,945 1,176,233

\$ 2,481,562 \$ 2,389,975

Liabilities

Current

Accounts payable and accrued liabilities (Note 6)	\$ 169,160	\$ 93,784
Deferred revenue	80,565	84,847

249,725 178,631

Fund balances

Unrestricted	721,984	670,653
Internally restricted - invested in capital assets	1,104,945	1,176,232
Internally restricted - capital reserve	10,000	10,000
Externally restricted	394,908	354,459

2,231,837 2,211,344

\$ 2,481,562 \$ 2,389,975

Commitments (Note 8)

Frost Student Association Statement of Fund Balances

Year ended March 31

	Unrestricted	Internally restricted - invested in capital assets	Internally restricted - capital reserve	Externally restricted	Total 2023	Total 2022
Balance, beginning of year	\$ 670,653	\$ 1,176,232	\$ 10,000	\$ 354,459	\$ 2,211,344	\$ 2,078,928
Excess (deficiency) of revenues over expenses	(19,956)	-	-	40,449	20,493	132,416
Interfund transfers (Note 7)	71,287	(71,287)	-	-	-	-
Fund balances, end of year	<u>\$ 721,984</u>	<u>\$ 1,104,945</u>	<u>\$ 10,000</u>	<u>\$ 394,908</u>	<u>\$ 2,231,837</u>	<u>\$ 2,211,344</u>

Frost Student Association Statement of Operations

Year ended March 31

	Unrestricted	Externally restricted	Total 2023	Total 2022
Revenues				
Student activity fees	\$ 502,466	\$ -	\$ 502,466	\$ 486,685
Auk's Lodge (Schedule)	106,242	-	106,242	25,036
Student levied ancillary fees	-	42,993	42,993	41,396
Interest income	41,572	-	41,572	7,060
Student transit fees	13,750	-	13,750	41,205
Other income	6,033	-	6,033	4,603
Contribution from student health plan for wages and benefits	-	-	-	18,749
	<u>670,063</u>	<u>42,993</u>	<u>713,056</u>	<u>624,734</u>
Expenses				
Auk's Lodge (Schedule)	178,835	-	178,835	90,726
Professional fees	132,039	-	132,039	71,166
Salaries and benefits	123,999	-	123,999	83,146
Social and sporting events	41,821	-	41,821	20,808
Honoraria	48,109	-	48,109	43,123
Facility fee	38,253	-	38,253	37,127
Student transit	21,262	-	21,262	44,113
Office and general	16,202	-	16,202	14,462
Conferences and travel	11,051	-	11,051	9,985
Insurance	7,161	-	7,161	7,302
Fieldhouse	-	2,544	2,544	2,248
Amortization	71,287	-	71,287	68,112
	<u>690,019</u>	<u>2,544</u>	<u>692,563</u>	<u>492,318</u>
Excess (deficiency) of revenues over expenses	<u>\$ (19,956)</u>	<u>\$ 40,449</u>	<u>\$ 20,493</u>	<u>\$ 132,416</u>

See accompanying notes to the financial statements.

Frost Student Association Statement of Cash Flows

Year ended March 31

2023

2022

Cash provided from (used for)

Operating activities

Excess of revenues over expenses	\$ 20,493	\$ 132,416
Add items not requiring an outlay of cash		
Amortization	71,287	68,112
	91,780	200,528

Change in non-cash working capital items

Accounts receivable	17,692	5,006
Inventory	(549)	(743)
Prepaid expenses	558	3,560
Due from Sir Sandford Fleming College	(247,718)	(234,914)
Accounts payable and accrued liabilities	74,319	41,265
Deferred revenue	(4,282)	34,179
	(68,200)	48,881

Investing activities

Purchase of capital assets	-	(86,242)
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Financing activities

Loan repayments	-	(15,000)
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Decrease in cash	(68,200)	(52,361)
Cash, beginning of year	323,462	375,823
Cash, end of year	\$ 255,262	\$ 323,462

Frost Student Association

Notes to the Financial Statements

March 31, 2023

1. Purpose of organization

Frost Student Association (the "Association") is a non-profit organization which provides services to the students, carries out various activities and operates the Auk's Lodge for the benefit of the students of Sir Sandford Fleming College (the "College") - Frost Campus. The Association is not subject to corporation income taxes and, as provided by its Letters Patent, the Association is prohibited from distributing any of its earnings to, or for the personal benefit of, its members.

2. Summary of significant accounting policies

These financial statements are prepared in accordance with Canadian accounting standards for not-for-profit organizations. The significant policies are as follows:

Fund accounting

The funds of the Association are as follows:

- i. The unrestricted fund accounts for the Association's program delivery and administrative activities.
- ii. The internally restricted - invested in capital assets fund reports the investment the Association has made in capital assets.
- iii. The internally restricted - capital reserve fund accounts for internally restricted funds established by the Board of Directors to be set aside to ensure adequate funds are available for future capital expenditures. These funds are not available for other purposes without formal approval of the Board of Directors.
- iv. The externally restricted fund reports the assets, liabilities, revenues, and expenses related to restricted resources for capital purchases made by the Association.

Revenue recognition

Revenues and expenses are recorded on the accrual basis of accounting.

(i) Fees and sales

Student activity fees and student transit fees are recognized as revenue in the period in which the related services are provided.

Auk's Lodge revenues are recognized as revenue at the date of the sale to the customer.

(ii) Contributions

The Association follows the restricted method of accounting for contributions. The Association receives contributions restricted to support capital purchases made by the Association, which are recognized as student levied ancillary fees revenue in the externally restricted fund when received or receivable.

(iii) Government assistance

Government assistance consists of subsidies for which the Association does not have a restricted fund, and is recognized as revenue in the unrestricted fund in the period covered by the funding.

(iv) Investment Income

Interest revenue is recognized on a time apportionment basis.

Frost Student Association

Notes to the Financial Statements

March 31, 2023

2. Summary of significant accounting policies, continued

(v) Contributed services

The Association recognizes contributed services when the fair value of these contributions can be reasonably estimated and if it would have had to otherwise acquire these services for its normal operations.

Cash

Cash includes bank balances held in Canadian financial institutions and cash floats on hand.

Valuation of inventory

Inventory is valued at the lower of cost and net realizable value, with cost being determined substantially on a first-in, first-out basis.

Capital assets and amortization

Capital assets are stated at acquisition cost. Amortization is provided on a straight-line basis over the estimated useful lives of the assets as follows:

Buildings	10 - 40 years
Furniture and equipment	5 years
Computer equipment	3 years

Capital assets are written down to fair value or replacement cost to reflect partial impairments when conditions indicate that the assets no longer contribute to the Association's ability to provide services, or that the value of future economic benefits or service potential associated with the capital assets are less than their carrying amounts.

Use of estimates

Management reviews the carrying value of items in the financial statements at each reporting date to assess the need for revision or any possibility of impairment. Management determines estimates based on assumptions that reflect the most probable set of economic conditions and planned courses of action. Estimates are reviewed periodically and adjustments are made to revenues and expenditures as appropriate in the year they become known. Items subject to significant management estimates include the useful life of capital assets.

Financial instruments

Financial instruments from arm's length transactions

The Association considers any contract creating a financial asset, liability or equity instrument as a financial instrument, except in certain limited circumstances. The Association accounts for the following as financial instruments:

- cash
- accounts receivable
- accounts payable

A financial asset or liability is recognized when the Association becomes a party to contractual provision of the instrument.

Frost Student Association

Notes to the Financial Statements

March 31, 2023

2. Summary of significant accounting policies, continued

The Association initially measures its financial assets and financial liabilities at fair value. The Association subsequently measures all of its financial assets and financial liabilities at amortized cost. Changes in fair value are recognized in net income.

Financial instruments from related party transactions

The Association accounts for due from Sir Sandford Fleming College as a financial instrument in related party transactions. Financial assets and financial liabilities in related party transactions are initially measured at cost, and are also subsequently measured at cost, less any impairment for financial assets.

Gains or losses arising on initial measurement differences are generally recognized in net income when the transaction is in the normal course of operations, and in equity when the transaction is not in the normal course of operations, subject to certain exceptions.

The Association removes financial liabilities, or a portion of, when the obligation is discharged, cancelled or expires.

Financial assets measured at cost are tested for impairment when there are indicators of impairment. Previously recognized impairment losses are reversed to the extent of the improvement provided the asset is not carried at an amount, at the date of reversal, greater than the amount that would have been the carrying amount had no impairment loss been recognized previously. The amounts of any write-downs or reversals are recognized in net income.

3. Financial instruments risk

Transactions in financial instruments may result in an entity assuming or transferring to another party one or more of the financial risks described below. The required disclosures provide information that assists users of the financial statements in assessing the extent of risk related to financial instruments. Unless otherwise noted, there has been no change in risk exposure from the prior year.

(a) Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge the obligation. The Association is exposed to credit risk in the event of non-performance by counterparties in connection with its accounts receivable. The maximum exposure to credit risk is the carrying value of accounts receivable and due from Sir Sandford Fleming College.

(b) Liquidity risk

Liquidity risk is the risk that the Association will not be able to meet its obligations associated with financial liabilities. Cash flow from student levied fees provides a substantial portion of the Association's cash requirements.

Frost Student Association

Notes to the Financial Statements

March 31, 2023

4. Related party transactions

The Association has an economic interest in Sir Sandford Fleming College. The College collects all student fees on behalf of the Association. The cash is held by the College and transferred to the Association upon request.

During the year, the Association paid facility fees (included in facility fee expenses and Auk's Lodge expenses) of \$71,835 (2022 - \$69,982) to the College as per commitment at Note 8 (i). The College paid \$41,572 (2022 - \$7,060) to the Association for interest (included in interest income). As of March 31, 2023, there is a balance of \$1,105,192 (2022 - \$857,475) owing from the College to the Association which is unsecured, bears interest at a rate of prime less 1.7% (2022 - prime less 1.7%), and has no specified repayment terms.

5. Capital assets

The major categories of capital assets and related accumulated amortization are as follows:

	2023 Cost	2023 Accumulated Amortization	2022 Cost	2022 Accumulated Amortization
Buildings	\$ 2,100,317	\$ 1,027,958	\$ 2,100,317	\$ 970,888
Furniture and fixtures	309,156	276,570	309,156	262,352
Computer equipment	25,806	25,806	25,806	25,806
	<u>2,435,279</u>	<u>1,330,334</u>	<u>2,435,279</u>	<u>1,259,046</u>
Net book value		<u>\$ 1,104,945</u>		<u>\$ 1,176,233</u>

6. Accounts payable and accrued liabilities

Included in accounts payable and accrued liabilities are government remittances of \$16,208 (2022 - \$10,276).

7. Interfund transfers

The Board of Directors has approved interfund transfers as follows:

Purpose of interfund transfer	<u>Unrestricted</u>	<u>Invested in capital assets</u>
Amortization expense	<u>71,287</u>	<u>(71,287)</u>
	<u>71,287</u>	<u>(71,287)</u>

Frost Student Association

Notes to the Financial Statements

March 31, 2023

8. Commitments

- (i) In 2017, the Association entered into an agreement with the College to lease land used for the Student Centre for \$1 per year ending in 2116. The agreement stipulates that a Facility Fee payable to the College of \$62,033 per annum which shall be increased annually by a percentage equal to the percentage increase in the Consumer Price Index.
- (ii) The Association entered into an agreement with a third party to provide fitness facility services to the Association effective September 1, 2021 for a two year period ending August 31, 2023. The agreement stipulates a rate of \$65 per student per semester inclusive of HST, increasing by 2% each academic year.

9. Comparative figures

The financial statements have been reclassified, where applicable, to conform to the presentation used in the current year. The changes do not affect prior year earnings.

Frost Student Association

Schedule of Auk's Lodge Operations

Year ended March 31

2023

2022

	2023	2022
Revenue		
Sales	\$ 62,956	\$ 15,151
Cost of sales	46,251	17,197
Gross profit	16,705	(2,046)
Other revenue		
Student pub fee	30,766	8,607
Games and other income	10,564	557
Hall rental	1,955	720
	43,285	9,884
	59,990	7,838
Expenses		
Wages and benefits	75,288	26,156
Facility fee	33,852	32,856
Insurance	16,205	13,059
Repairs and maintenance	7,014	3,336
Other	224	-
	132,583	75,407
Excess of expenses over revenue	\$ (72,593)	\$ (67,569)

Topic: Amended Professional Cleaning Services Agreement Extension
Report To: Board of Governors
Report Date: January 24, 2024
Prepared By: Matt Markovic, Director, College Services
Drew Van Parys, Executive Vice President, Corporate Services

Recommendation

That the Board of Governors approve a 2023-2024 in-year increase to the Professional Cleaning Services Agreement contract between the College and 10647802 Canada Limited o/a Dexterra Facilities Management of \$724,500.

Background

In May 2020, the Board endorsed a two-year, plus two-year option, Professional Cleaning Services Agreement with Dexterra Facilities Management (Dexterra) to provide cleaning services at Sutherland and Frost Campuses.

In October 2023, Dexterra requested to amend the contract and seek out financial relief and the College agreed to the following amendments to the existing agreement along with financial relief:

- A one-time retroactive payment of \$125,000:
 - A \$60,487.32 retro payment for the increase in labour rates for the period of July 1 – September 30, 2023;
 - A \$64,512.68 retro payment for the increase in labour costs for the period of January 1 – June 30, 2023 (actual incurred labour costs for this period were \$115,715.32).
- An amendment to the agreement to increase to the Unionized Staff Hourly Rates as detailed in the contract between Dexterra and the College.
- An amendment to section 14(c) – *Supplementary General Conditions*, whereby the College agreed to supply consumables to the supplier without charge.
- January 2024, The Board of Governors approved the College execute an additional contract extension of two (2) years, with a value of \$4, 553, 617. The extension will become effective July 1, 2024, and will expire on June 30, 2026:

As part of the approved amendment to the existing Professional Cleaning Services Agreement, as approved by the Board of Governors on January 24, 2024, an hourly wage increase took effect as of December 7, 2023.

This 14.38% wage increase has resulted in an increase in monthly billings for the period of December 2023 through March 2024, and thus the need to increase the amount allocated to the contract purchase order.

The need for an additional Supervisor position was identified as part of the annual audit of the Professional Cleaning Services Agreement and this position was filled in December 2023. These wages are including in the request to increase the amount allocated to the contract purchase order.

At this time, a one-time increase of \$734,500 is being requested. The contracted purchase order amounts submitted for the 2024-25 fiscal year have been adjusted to include the increase in wages expected by the Professional Cleaning Services contractor and will continue to be factored in for the

final year of the agreement in 2025-26.

Risks and Considerations

- External Environment Internal Environment Financial Human Resources
 Information Technology Legal Operational Strategic N/A

By not entertaining the contract amendment requests and call for financial relief, the College is at risk of having the contract service provider, Dexterra, exercise their early termination rights to the contract.

This would put the College in the position of having to initiate an RFP for a new cleaning services professional, which would create the need for additional human and financial resources to be allocated to launching an RFP, and subsequently securing a new vendor.

The risk of higher labour wages than the increases requested by Dexterra would also be a potential risk, resulting in the College paying more than anticipated for cleaning services over a multi-year period.

Supporting Documentation

- Professional Cleaning Services Agreement
- Amendment to Professional Cleaning Services Agreement

PROFESSIONAL CLEANING SERVICES AGREEMENT

BETWEEN:

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY

(referred to as the “College”)

AND:

10647802 CANADA LIMITED
o/a DEXTERRA INTEGRATED FACILITY MANAGEMENT

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

Professional Cleaning Services to be performed at the following locations:

#	Campus	Address	Buildings Included	Standard Operating Hours
1	Sutherland Campus	599 Brealey Drive Peterborough, ON K9J 7B1	<ul style="list-style-type: none">• Main Building• Portable #1	7:00am – 11:00pm
2	Sutherland Campus	850 Dobbin Rd Peterborough, ON K9J 6X4	<ul style="list-style-type: none">• Dobbin Rd Farmhouse	7:00am – 11:00pm
3	Frost Campus	200 Albert St S Lindsay, ON K9V 5E6	<ul style="list-style-type: none">• Main Building• Arboriculture/Natural Resources Law Building• Construction & Resources Drilling Building• Heavy Equipment Building• Heavy Equipment Portable• Field House	6:00am – 11:00pm
4	Sutherland Residence Village	1 Residence Circle Peterborough, ON K9K 2N7	<ul style="list-style-type: none">• Six (6) buildings• Echo Shed	7:00am – 7:00pm
5	Frost Residence	1 Auk Trail Lindsay, ON K9V 6G6	<ul style="list-style-type: none">• Two (2) buildings• Echo Shed	8:30am – 4:30pm

is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) The main body of this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) the General Terms and Conditions, together with the Supplementary General Conditions, attached hereto as Schedule 2; and
- (d) Scope of Work (including all schedules and appendices attached thereto) attached as Appendix A to Schedule 2.

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear in Section 1 (a) to (d) above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document EXCEPT where a provision in a later mentioned document states that the provision is to apply notwithstanding anything to the contrary in the Contract. In such a case the provision in the later mentioned document shall prevail over any conflicting provision in an earlier mentioned document

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3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

Agreed to this ___ day of _____,
20__

10647802 Canada Limited
o/a Dexterra Integrated Facility
Management
5915 Airport Road, Suite 425
Mississauga, ON L4V 1T1

Per: _____
Authorized Signatory.

Please print name.

(I have the authority to bind the Supplier)

Agreed to this ___ day of _____, 20__

The Sir Sandford Fleming College of Applied
Arts and Technology
599 Brealey Drive
Peterborough, ON K9J 7B1

Per: _____
Authorized Signatory.

Please print name.

(I have the authority to bind the College)

Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

- As specified in Appendix A – Scope of Work.

B. Rates and Disbursements

B.1 Maximum Fee

- (a) Notwithstanding anything else in the Contract, the total amount payable by the College to the Supplier under the Contract shall not exceed the amounts specified in the attached Rate Bid Forms, inclusive of the Residence Cleaning Services - Unit Rates Schedule.
- (b) Notwithstanding B.1(a), or anything to the contrary contained anywhere else in the Contract, the parties agree that beginning on the first day of operations, May 30, 2020, the Supplier will operate on a reduced staffing level consisting of either: (i) eight (8) full-time unionized cleaning staff along with two (2) full-time non-unionized Site Supervisors; or (ii) eight (8) full-time unionized cleaning staff along with one (1) Site Manager and one Site Supervisor, to support activities across all campuses. The parties acknowledge and agree that the aforementioned reduction is a temporary measure in response to the disruption caused by the “Covid 19 Pandemic” and will be in place until such time that the College resumes normal operations (to be determined by the College and applicable governing authorities).

The Rate to be charged by the Supplier for the services performed under this reduced-staffing model will be \$14,105.33 per week when supported by two (2) Site Supervisors, and \$14,555.73 per week when supported by one (1) Site Manager and one (1) Site Supervisor. These Rates and will be invoiced on a monthly basis per the requirements of the Contract. When the Supplier fills the Site Manager position.

- (c) Further to B.1(b) the College agrees to provide the Supplier with thirty (30) calendar days’ written notice as a transition period to ramp-up from the reduced staffing levels to full operating staffing levels. Notwithstanding the forgoing, the College reserves the right to request reasonable staffing adjustments (+ or -) as may be required. Adjustments to the staffing levels described in B.1(b) shall be priced in accordance with the hourly rates identified in B.2.

B.2 Hourly Rates and Minimum Number of Guaranteed Hours

(a) When required by the Contract, the following hourly rates will be used for both unionized and non-unionized positions:

Contract Year	Unionized Staff Hourly Rate	Site Manager Hourly Rate	Site Supervisor Hourly Rate
1	\$22.22	\$41.74	\$30.89
2	\$22.66	\$42.57	\$31.51
3	\$23.11	\$43.43	\$32.14
4	\$23.57	\$44.29	\$32.78
5	\$24.04	\$45.18	\$33.44
6	\$24.52	\$46.08	\$34.10

(b) The Supplier will provide to the College a guaranteed minimum number of hours of labour to provide the level of service stipulated in the Contract. The minimum number of hours shall be as specified below, and will be reconciled per the terms of the Contract:

Unionized Staff Annual Hours	Non-Unionized Staff Annual Hours
64,396 hours	10,400 hours

During times of reduced staffing levels, the Parties agree that the minimum number of guaranteed hours will be pro-rated over that period of time.

B.3 Performance Bond

Within ten (10) days of the execution of this agreement by the Parties, the Supplier shall furnish the College with a performance bond in the amount of One Hundred Thousand Dollars (\$100,000.00 CDN) securing the Supplier's faithful performance of the terms and conditions of this Contract. The bond shall be issued by a Surety licensed to issue performance bonds in the Province of Ontario, shall be acceptable to the College in the College's sole and absolute discretion, and shall be maintained by the Supplier throughout the term of the Contract and any extensions thereof.

C. Payment Terms

The payment terms for the Contract are as follows:

(a) Refer to **Section S.17 Payment Terms** of the Supplementary General Conditions.

D. College and Supplier Representatives

The College Representative and contact information for the Contract is:

Ken McLean, Purchasing Specialist
705-749-5520 x 1310
ken.mclean@flemingcollege.ca

Fleming College
599 Brealey Drive
Peterborough, ON K9J 7B1

The Supplier Representative and contact information for the Contract is:

Jarred Desjardins, Operations Manager
613-880-4403
Jarred.desjardins@dexterra.com

Dexterra Integrated Facility Management
1345 Baseline Road
Ottawa, ON K2C 0A7

E. Term of Contract

The Contract shall take effect at **12:00:00 a.m** on the **30th day of May, 2020** (the “**Effective Date**”) and shall be in effect for a period of **two (2) years** from the Effective Date, with an option in favour of the College to extend the term for **two (2)** additional periods of up to **two (2) years each**, unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

F. Specific Provisions

- (a) As specified in Appendix A – Scope of Work.
- (b) The Supplier agrees to fulfill the following five (5) non-unionized positions in the following manner:
 - Two (2) full-time, on-premise Supervisors will be in place at the start of the Contract on May 30, 2020;
 - One (1) full-time on-premise Site Manager will in place within sixty (60) calendar days of the Contract start date;

- One (1) full-time, on-premise Assistant Manager will be in place prior to the start of full operating staffing levels – date TBD;
- One (1) full-time administration position will be in place prior to the start of a full operating staffing levels – date TBD.

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Schedule 2 - General Terms and Conditions

The following is the Form of Agreement together with the Supplementary General Conditions following such Form of Agreement.

ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the College has elected to be closed for business;

“College” means The Sir Sandford Fleming College of Applied Arts and Technology;

“College Confidential Information” means all information of the College that is of a confidential nature, including all confidential information in the custody or control of the College, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of the Supplier’s Submission that is confidential to the College and not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process and render that process non-competitive and unfair; or (b) in relation to the performance of its contractual obligations in a College contract, the Supplier’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Contract” shall have the definition set out in the Contract Letter;

“Contract Letter” means the letter sent to the Supplier by the College notifying the Supplier that they have been awarded the Contract to provide the Deliverables;

“Deliverables” means everything developed for or provided to the College in the course of performing under the Contract or agreed to be provided to the College under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Employees” shall mean persons employed by the Supplier who provide the Deliverables;

“Expiry Date” is as set out in the Contract Letter;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter F.31, as amended;

“Indemnified Parties” means the College and the College’s directors, officers, agents, employees and volunteers;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its Employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the College;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“Newly Created Intellectual Property” means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in the Contract, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes (except applicable sales tax, which should be itemized separately); (b) all labour and material costs; (c) all travel and carriage costs; (d) all insurance costs; and (e) all other overhead including any fees or other charges required by law;

“Record”, for the purposes of the Contract, means any recorded information, including any Personal Information, in any form: (a) provided by the College to the Supplier, or provided by the Supplier to the College, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“Supplier” means BEST Service Pros Ltd;

“Supplier’s Intellectual Property” means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

“Supplier’s Submission” shall have the meaning set out in the Contract Letter;

“Term” means the period of time from the effective date set out in the Contract Letter up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the College or the Supplier;

ARTICLE 2 – GENERAL TERMS

2.01 **No Indemnities from the College**

Notwithstanding anything else in the Contract, any express or implied reference to the College providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the College, whether at the time of execution of the Contract or at any time during the Term, shall be void and of no legal effect.

The College's maximum aggregate liability for any and all claims and damages arising out of or related to this Contract, whether arising in contract, tort, strict liability, statute or otherwise shall not exceed the total contract value. The limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances. The Supplier acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary.

2.02 **No Claims or Recourse against the Crown**

The remedies, recourse or rights of the Supplier shall be limited to the College and to the right, title and interest owned by the College in and to all of its personal property, whether now existing or hereinafter arising or acquired from time to time; and

The Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the Contract, and agrees that it shall have no remedies, recourse or rights in respect of the Contract against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the College and its assets.

2.03 **Entire Contract**

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Contract.

2.04 **Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.05 **Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.06 **Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the College address to the attention of the College Representative and to the Supplier address to the attention of the Supplier representative as respectively set out in the Contract Letter. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.07 **Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN COLLEGE AND SUPPLIER

3.01 **Supplier's Power to Contract**

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person that would in any way interfere with the rights of the College under this Contract.

3.02 **Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 **Supplier Not a Partner, Agent or Employee**

The Supplier shall have no power or authority to bind the College or to assume or create any obligation or responsibility, express or implied, on behalf of the College. The Supplier shall not hold itself out as an agent, partner or employee of the College. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the College and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors).

3.04 **Responsibility of Supplier**

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, Employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities This paragraph shall survive the termination or expiry of this Contract.

3.05 **No Subcontracting or Assignment**

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the College. Such consent shall be in the sole discretion of the College and subject to the terms and conditions that may be imposed by the College. Without limiting the generality of the conditions which the College may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the College.

3.06 **Duty to Disclose Change of Control**

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the College and shall comply with any terms and conditions subsequently prescribed by the College resulting from the disclosure.

3.07 **Conflict of Interest**

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the College without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the College to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the College may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the College to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

3.08 **Contract Binding**

The Contract can be enforced by and is binding upon the parties and their respective successors and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY SUPPLIER

4.01 **Commencement of Performance**

The Supplier shall commence performance upon receipt of written instructions from the College.

4.02 **Deliverables Warranty**

The Supplier hereby represents and warrants that the Deliverables: (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the College, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the College in a rectification notice.

4.03 **AODA**

The Supplier shall comply with the Ontario Regulation 429/07, Accessibility for Customer Services, and Ontario Regulation 191/11 as provided for under the Accessibility for Ontarians with Disabilities Act (AODA).

4.04 **Sexual Violence Prevention Policy**

The Supplier must comply with the Sexual Violence Prevention Policy; Human Rights Discrimination and Harassment Policy and the Ontario Human Rights Code. Breach of this clause may result in penalties, cancellation, or other sanctions. Refer to <http://flemingcollege.ca/services/security-and-safety> for further details.

4.05 **Cannabis Possession and Use**

The Supplier must comply with the Cannabis Possession and Use Policy; Breach of this clause may result in penalties, cancellation, or other sanctions.

4.06 **Criminal Records Check**

The Supplier covenants and agrees that it will not engage any Employee or other person to perform services for the Supplier who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such Employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the College. The College shall determine in its sole and unfettered discretion whether an Employee of the Supplier or such other person may come into direct contact with students on a regular basis or have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act*, and any other convictions, charges and occurrences which would be revealed by the long version

Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police (“RCMP”) (“Criminal Background Check”), together with an Offence Declaration in a College approved form for every Employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the College from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an Employee or other person to perform services in contravention of this paragraph; or the Supplier’s failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this Contract. In addition to and notwithstanding anything else herein contained, if the Supplier engages an Employee or other person to perform services in contravention of this paragraph, or fails to retain a Criminal Background Check and an Offence Declaration for any Employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the College will have the right to immediately terminate this Contract without prejudice to any other rights which it may have in this agreement, at law or in equity.

The College shall be entitled, on forty-eight (48) hours’ prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the College may attend to such reviews at least twice per year during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the College in the circumstances and in its sole and unfettered discretion, then the College will have the right to request that the Supplier prohibit the Employee of the Supplier or other person who performs services for the Supplier from providing services to the College hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the College may have in this Contract, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite Employees or contractors supporting this Contract.

The Supplier will provide thirty (30) days written notice to the College should the third-party provider be changed to another provider.

4.07 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from the College, any access to or use of the College property, technology or information that is not necessary for the performance of its contractual obligations with the College is strictly prohibited. The Supplier further acknowledges that the College may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

4.08 Notification by Supplier to the College

During the Term, the Supplier shall advise the College promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.09 **Failure to Enforce Not a Waiver**

Any failure by the College to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the College of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

4.10 **Changes By Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

4.11 **Supplier to Comply With Reasonable Change Requests**

The College may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable College change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the College and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.12 **Pricing for Requested Changes**

Where a College change request includes an increase in the scope of the previously contemplated Deliverables, the College shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the College and the Supplier within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.13 **Non-Exclusive Contract, Work Volumes**

The Supplier acknowledges that it is providing the Deliverables to the College on a non-exclusive basis. The College makes no representation regarding the volume of goods and services required under the Contract. The College reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

4.14 **Performance by Specified Individuals Only**

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the College, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.15 **College Rights and Remedies and Supplier Obligations Not Limited to Contract**

The express rights and remedies of the College and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the College or any other obligations of the Supplier at law or in equity.

ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 **Payment According to Contract Rates**

The College shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided and accepted by the College at the Rates established under the Contract within thirty (30) days of receipt by the College of a satisfactory invoice. All invoices submitted by the Supplier must include the amount invoiced, exclusive of HST, and the amount of HST shown separately.

5.02 **Hold Back or Set Off**

The College may hold back payment or set off against payment if, in the opinion of the College acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

5.03 **No Expenses or Additional Charges**

There shall be no other charges payable by the College under the Contract to the Supplier other than the Rates established under the Contract.

5.04 **Payment of Taxes and Duties**

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

5.05 **Withholding Tax**

The College shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 **Interest on Late Payment**

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 **Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall permit and assist the College in conducting audits of the operations of the Supplier to verify (a) and (b) above. The College shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 6 – CONFIDENTIALITY

6.01 **Confidentiality and Promotion Restrictions**

Any publicity or publications related to the Contract shall be at the sole discretion of the College. The College may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the College without the prior written consent of the College. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the College.

6.02 **College Confidential Information**

During and following the Term (including any extension or renewal), the Supplier shall: (a) keep all College Confidential Information confidential and secure; (b) limit the disclosure of College Confidential Information to only those of its directors, officers, Employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any College

Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the College and (ii) in respect of any College Confidential Information about any third-party, the written consent of such third-party; (d) provide College Confidential Information to the College on demand; and (e) return all College Confidential Information to the College before the end of the Term, with no copy or portion kept by the Supplier.

6.03 Restrictions on Copying

The Supplier shall not copy any College Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

6.04 Injunctive and Other Relief

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the College or to any third-party to whom the College owes a duty of confidence, and that the injury to the College or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the College is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.05 Notice and Protective Order

If the Supplier or any of its directors, officers, Employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any College Confidential Information, the Supplier will provide the College with prompt notice to that effect in order to allow the College to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the College and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of College Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the College) that such College Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such College Confidential Information subject to those terms and conditions.

6.06 FIPPA Records and Compliance

The Supplier and the College acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to the College within seven (7) calendar days of being directed to do so by the College for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the College determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the College; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, Employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a College representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the College would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the College may be disclosed by the College where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.07 **Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 **College Intellectual Property**

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the College to the Supplier shall remain the sole property of the College at all times.

7.02 **No Use of the College Insignia**

The Supplier shall not use any insignia or logo of the College except where required to provide the Deliverables, and only if it has received the prior written permission of the College to do so.

7.03 **Ownership of Intellectual Property**

The College shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the College and the College accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the College all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the College a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the College.

7.04 **Supplier's Grant of License**

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the College a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the College.

7.05 **No Restrictive Material in Deliverables**

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the College to modify, further develop or otherwise use the Deliverables in any way that the College deems necessary, or that would prevent the College from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

7.06 **Supplier Representation and Warranty Regarding Third-Party Intellectual Property**

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 **Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 **Supplier Indemnity**

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, Employees, partners, affiliates, volunteers or independent contractors in the course of performance of the

Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, or special damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the College, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 Insurance

When performing work on College property, sites, or events, the Supplier agrees to obtain, (no later than 15 calendar days prior to the first day of Supplier operations), and maintain in full force and effect throughout the Contract Term, at its own cost, insurance satisfactory to the College.

The insurance shall include but not be limited to:

- At all relevant times carry Ontario Workplace Safety and Insurance Board coverage or General Employers Liability Insurance in the amount of not less than two million dollars (\$2,000,000.00) unless otherwise required by law, inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof;
- Commercial General Liability insurance in respect of the Supplier and all obligations and operations of the Supplier as outlined in this Contract, against claims for bodily injury, including personal injury and death, and property damage or loss, indemnifying and protecting the Supplier, their respective Employees, servants, volunteers, agents and invitees, to the inclusive per occurrence limit of not less than Five Million (\$5,000,000) Dollars. Such insurance shall specifically state by its wording or by endorsement that it includes broad form property damage, contractual liability, non-owned automobile liability, products and completed operations liability, advertising injury liability, contingent employer's liability, Employees as additional insureds and provisions for cross liability and severability of interests which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each.

The policy will name **Sir Sandford Fleming College of Applied Arts and Technology, its board of governors, trustees, officers, employees and agents** as additional insured with respect to the operations and obligations of the Supplier as outlined in this Contract.

2. Motor Vehicle Liability with a limit of liability of not less than \$5,000,000 providing coverage for bodily injury or property damage arising out of the ownership, use or operation of all automobiles owned and/or leased by the Supplier.
3. "All Risk" Property insurance covering on a full replacement basis the Supplier's own property or machinery while on the College property or performing of the work of the Contract and other such property in the care, custody and control of the Supplier. The policy shall contain a waiver of subrogation against The Sir Sandford Fleming College of Applied Arts and Technology, its board of governors, trustees, officers, employees and agents.

Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material change is given by the insurers to the College at least thirty (30) days before the effective date thereof.

Evidence of insurance coverage required above, must be provided to the College in advance of commencement of Supplier operations as outlined in this Contract.

Certificate Issued to:
The Sir Sandford Fleming College of Applied Arts and Technology
599 Brealey Drive,
Peterborough, ON K9J 7B1

8.03 Proof of Insurance

The Supplier shall provide the College with proof of the insurance required by this Contract in the form of valid certificates of insurance that reference this Contract and confirm the required coverage as noted above in section 8.02 Insurance before the execution of the Contract by the College, and renewal replacements on or before the expiry of any such insurance. Upon the request of the College, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the College and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

8.04 Proof of WSIB Coverage

If the Supplier is subject to the Workplace Safety and Insurance Act ("W.S.I.A"), it shall submit a valid clearance certificate of WSIB coverage to the College prior to the execution of the Contract by the College. In addition, the Supplier shall, from time to time at the request of the College, provide additional WSIB clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the W.S.I.A., failing which the College shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the W.S.I.A. and unpaid by the Supplier or its subcontractors and to deduct such amounts from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by the College in connection therewith.

ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION

9.01 Immediate Termination of Contract

The College may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality) of the Contract; (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between College and Supplier) of the Contract; (d) the Supplier, prior to or after executing the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the College; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the College; and/or (g) the Supplier's acts or omissions constitute a substantial failure of performance; and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, the College may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the College. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the College may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the College to immediately terminate the Contract.

9.03 Termination on Notice

Notwithstanding anything contained in this Agreement to the contrary, the College shall have the right to terminate the Contract for any reason. The College may only exercise this right by providing at least thirty (30) calendar days' prior written notice to the Supplier.

Notwithstanding anything contained in this Agreement to the contrary, the Supplier shall have the right to terminate the Contract for any reason. The Supplier may only exercise this right by providing the College with at least one hundred and twenty (120) calendar days' prior written notice to the College.

Notwithstanding anything contained in this Agreement to the contrary, the effective date of the termination contained in any notice given by either party pursuant to this clause 9.03 may be reduced by written agreement by both Parties.

9.04 Supplier's Obligations on Termination

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law (a) at the request of the College, provide the College with any completed or partially completed Deliverables; (b) provide the College with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the College pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the College to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the College, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.05 Supplier's Payment Upon Termination

On termination of the Contract, the College shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the College may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.06 Termination in Addition to Other Rights

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the College under the Contract, at law or in equity.

9.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the College exercises its option to extend the Contract as set out in Schedule 1 of the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercisable by the College giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

Supplementary General Conditions

The following Supplementary General Conditions are hereby added to the *General Terms and Conditions* of the College (unless otherwise indicated, the following are in addition to and expand the General Conditions and are not in substitution):

S.1. Contract Documents

Documents such as lists and records referenced in the Contract, but which are not attached to the Contract and which are accepted by the College, including but not limited to: purchase orders, list of chemicals used by the Supplier and/or the list of equipment to be used by the Supplier, shall be deemed to form part of the Contract.

Services not specifically identified in this Contract Documents, but that are required to successfully complete the work, shall be deemed to apply to the same extent as though they were included in this Contract.

S.2. Occupational Health and Safety Act

The Supplier shall:

- (a) be responsible for being aware of all governing regulations related to employee health and safety, including the Occupational Health and Safety Act (“OHSa”);
- (b) comply with the OHSa and ensure that the persons assigned to provide the Deliverables under the Contract adhere to the OHSa and all applicable statutes and regulations; all of the responsibilities and obligations imposed upon the College under the OHSa must be assumed by the Supplier. All costs for services/materials required to fulfil these obligations shall be assumed to be included in the Contract price. Should the College become aware of any violations of the OHSa and its regulations, a notification shall be made to the appropriate authorities.
- (c) give immediate notice by telephone or personal communication to the College as to any damage or injury, or threat of damage or injury, to persons or property during the performance of the services contemplated by this Contract.

The Supplier’s failure to comply with any of the above requirements shall be cause for either immediate termination or suspension of the Contract until the deficiency, in the opinion of the College and/or Workplace Safety and Insurance Board (“WSIB”) is rectified at no cost to the College.

S.3. Safety

The Supplier shall:

- (a) carefully review the record of location of asbestos for each property and will advise and train all staff who may work in proximity to that material at each property. Supplier staff are prohibited from handling or having contact with any type and with any asbestos containing friable material. If you encounter suspected asbestos materials which may have to be disturbed to accommodate work **STOP WORK IMMEDIATELY** and contact the College for further direction;

- (b) follow appropriate health and safety industry standards concerning clean-up and removal of mould or mould-like substances if encountered during the performance of the work;
- (c) ensure that they comply with at least, but not limited to, the most current revisions of the Ontario Fire Code, the National Building Code, the Ontario Building Code, and the Electrical Safety Code.

S.4. Supervisor and Subcontractors

- (a) The Supplier shall identify to the College the designated work site supervisor(s), the designated health and safety representative, any subcontractors, and any additional personnel representing the Supplier, along with their respective roles and responsibilities in the performance of the Deliverables.
- (b) There must be one thoroughly experienced, reliable, and competent person in charge of the Deliverables and present at each site at all times for the duration of the Contract.

S.5. Protection of the Work and the College's Property

The Supplier shall observe all of the College's procedures with regard to the security of the facility where the Deliverables contemplated by this Contract are performed and shall adequately protect the work, property, and premises of the College. The Supplier shall be responsible for any damages due to any negligent act of the Supplier's Employees, agents, contractors, subcontractors and those others for whom the Supplier is responsible.

S.6. Building Access

- (a) The Supplier will be issued sufficient keys and proximity cards, will be held accountable for the keys and proximity cards and will be required to turn them in on termination of the Contract or at any time the College may request. It will be the Supplier's responsibility to notify the Director of Physical Resources Department ("PRD") of lost keys or proximity cards. If the loss of keys or proximity cards is at either student residence, the Director, Housing, Food, & Student Conduct must be notified as well. The Supplier will be liable for expenses incurred for replacement keys, locks and any other related expense due to lost keys or proximity cards. Under no circumstances are duplicate or extra keys/proximity cards to be created by Supplier.
- (b) The Supplier must keep an updated and current distribution record of who is assigned to each key and proximity card. Updated records will be provided to the College in a timely fashion.
- (c) The Supplier shall abide by the Access Control Directive as well as the Housing Services Regular Contractor Key Protocols.

S.7. Licenses and Permits

The Supplier shall obtain and hold throughout the term of the Contract any and all permits, approvals, and licenses required by any municipal, provincial, or federal government or authority having jurisdiction over the whole, or any part of, the Deliverables to be performed by the Supplier pursuant to the Contract. The Supplier shall provide the College with copies upon request.

S.8. WSIB Assessments

The Supplier shall, at all times, pay, or cause to be paid, any assessment or compensation required to be paid pursuant to *the Workplace Safety and Insurance Act*. Upon failure to do so, the College may withhold an amount equal to any unpaid assessment or compensation from monies due, or to become due, to the Supplier. The College shall not release such withheld funds until the Supplier provides a statutory declaration that all assessments and any compensation payable to the WSIB have been paid.

S.9. Supplier's Lawful Obligations to its Subcontractors

Notwithstanding any other provision of the Contract, the Supplier shall comply with all applicable statutes and regulations and discharge its lawful obligations to its sub-contractors. The Supplier shall satisfy any claims against the Supplier or the College by its sub-contractors. The issuance of payment shall not be construed as a representation that the College has made any examination to ascertain:

- (i) how and for what purpose the Supplier has used the monies paid to the Supplier in accordance with the terms of the Contract; or
- (ii) whether the Supplier has discharged the obligations imposed on the Supplier by the *Occupational Health and Safety Act*, or other applicable statutes or regulations, noncompliance with which may render the College personally liable for the Supplier's default.

S.10. Co-operation of the Supplier

The College may perform or retain or permit others to perform other work on or near the work site and may permit public utility companies and others to do work on or near the work site during the Supplier's performance of the Deliverables. The Supplier shall conduct and schedule the performance of the Deliverables and co-operate with those other parties so as to cause as little interference as possible with any such other work being carried out.

S.11. Commencement of the Work

The Supplier may not commence the performance of the Deliverables until the Supplier has:

- (a) received the Contract from the College;
- (b) delivered to the College:
 - (i) the Contract, duly executed by the Supplier,
 - (ii) the required Contract securities as set out in procurement solicitation document,
 - (iii) the certificate(s) of insurance coverage, covering all required policies and endorsements, complying with the form and amounts specified in the Contract;
 - (iv) the performance and labour bonds, complying with the form and amounts specified in the Contract;
 - (v) the schedule for the Deliverables; and
- (c) obtained written authorization in the form of a purchase order to commence work on the site from the College.

S.12. Risk and Indemnity

The Supplier shall bear all risk of loss or damage from any cause, which may occur to any part or portion of the Deliverables, until the Deliverables have been completely accepted by the College in writing.

If any loss or damage occurs to the Deliverables before the College accepts the Deliverables in writing, the Supplier shall immediately repair or re-execute any damaged part of the Deliverables at the Supplier's expense.

S.13. Specifications and Materials

The Supplier shall carefully study and compare all specifications, drawings, and other instructions relating to the performance of the Deliverables and comply with the requirements of the Contract. The Supplier shall not substitute any supplies or materials where a specific brand or model has been specified in the Contract without first obtaining written approval from the College.

S.14. Uniforms, Materials, and Equipment

(a) The Supplier will provide photo identification and uniforms for Employees on College sites. The shirts will be embroidered with the company name and logo, and the Supplier will enforce that staff wear photo identification and uniforms at all times on site. Should photo identification not be readily available at any given time, the Employee may be asked to leave the site until proper verification can be confirmed by College Security. The Supplier will ensure that sufficient numbers of items are supplied which will ensure a standard of cleanliness. Safety shoes must be worn by any staff exposed to risk of foot injury related to the equipment used or items transported, the cost of which shall be the responsibility of the Supplier.

(b) Except as stated below, all supplies required to fulfill this Contract shall be supplied by Supplier and are included in the prices quoted. The College prefers the Supplier to use "green" cleaning solutions in its buildings. A list of the chemical products to be used at sites is to be maintained by the Supplier, provided to the College upon request, and shall meet all applicable environmental standards. Chemicals proposed which are not considered environmentally friendly are to be substituted with acceptable products. The Supplier must include in their inventory spill control absorbents and personal protective apparel such as gloves and eye protection.

(c) The Supplier will order and maintain appropriate inventory of the following supplies, and charge back the College for same without surcharge:

- Frosted Garbage bags
- Paper towels (single-fold only)
- Toilet tissue and rolls
- Hand soap
- Sanitary napkins
- Napkin receptacle liners
- Hand sanitizer
- Office waste cans and recycle baskets
- Recycle totes when agreed by college
- Matting when agreed by college

- Mop heads for Culinary Lab

These items will be invoiced separately from the regular cleaning activities. The invoice shall be sent to the individual Facility/Residence Managers for approval before payment. The Supplier will provide on a monthly basis a report detailing the items purchased, the quantity purchased, the price paid, and the source purchased from.

- (d) All equipment necessary to complete the work as described in this Contract shall be supplied by the Supplier at the Supplier's cost, unless specifically stated otherwise. All equipment used by the Supplier shall be maintained in good and safe working order. Electrical equipment must meet all regulatory agency requirements. The Supplier shall keep and provide a list of the location of all equipment stored on site and follow the manufacturers processes for equipment maintenance and repairs.
- (e) All Supplier owned equipment shall be properly identified with asset tags or some other type of permanent identification.
- (f) The College will not be responsible for lost, stolen, or damaged equipment or material.
- (g) The College reserves the right to decide if the proposed equipment and/or supplies is/are suitable for the work at a specific site and to direct the Supplier to use an alternate piece of equipment, supplies or work method, at the Supplier's cost.

S.15. Condition of Site

- (a) The Supplier shall keep the site free from accumulations of waste material or rubbish caused by the Supplier's activities during the performance of the Deliverables and shall remove all rubbish from the site and the vicinity upon the completion of the work.
- (b) Flammable materials such as waxes, cleaning fluids, varsol, aerosols, linseed oil etc., shall be stored away from heating sources such as boiler rooms, mechanical rooms, baseboard heaters, hot plates etc. Also, hazardous materials will be stored in accordance with Workplace Hazardous Materials Information System ("W.H.M.I.S") and any other relevant regulations pertaining to storage of such items. All materials shall be appropriately labelled, as per W.H.M.I.S. requirements, as to contents and be sealed while being stored. In addition, all decanted products **must be properly labelled and managed** by the Supplier in accordance with the W.H.M.I.S. requirements. A current inventory of all W.H.M.I.S. controlled products must be made available electronically to the College.
- (c) The storage of used or soiled rags or materials susceptible to spontaneous combustion or flammable in nature will not be allowed.
- (d) Safety barriers and other precautions shall be installed or put in place as required for the execution and protection of the work, and the cost for the same shall be the responsibility of the Supplier.

S.16. Inspections and Warranty

- (a) The Supplier shall complete all of the Deliverables to the satisfaction of the College and in accordance with timelines set out in the Contract. The Supplier shall permit the College Representative and all others authorized by the College, at all times to have access to the

work for the purposes of inspecting the work. The Supplier shall uncover any work for examination as required by the College at the Supplier's expense when the work has been previously covered up without prior approval or consent from the College.

- (b) The Supplier shall rectify any defective or deficient work at the Supplier's own expense to the satisfaction of the College. An inspection by the College Representative does not relieve the Supplier of responsibility for the quality of the work, or from any obligation to perform the work in accordance with the requirements of this Contract.
- (c) Should work be omitted, a shift missed, without just reason; or, if the College is forced to call in persons to correct deficiencies by the Supplier, (e.g. failure to re-arm alarm system) then the College shall have the right without recourse to deduct an amount of \$100 per occurrence or perform the services not performed by the Supplier at the Supplier's sole cost. The said amount shall be deducted from any outstanding amounts owed to the Supplier as liquidated damages and not a penalty for the failure of the Supplier to complete the Deliverables in accordance with the Contract. These liquidated damages shall not limit or restrict the College from seeking any additional recourse or compensation, which it feels it is entitled to, due to the failure of the Supplier to complete the Deliverables within the prescribed time and without incident.

S.17. Payment Terms

- (a) The Supplier shall submit for approval to each Facility/Residence Manager a monthly invoice in accordance with the payment schedule set out in the Contract. The College will process the payment without holdback within thirty (30) days unless otherwise notified. Reconciliation will be made on the following month invoice if required.
- (b) Invoices shall be prepared separately for each College location.
- (c) Cleaning services and products purchased on behalf of the College shall be invoiced separately and submitted to each Facility/Residence Manager for approval.
- (d) Notwithstanding any other provision of the Contract, the Supplier shall not receive any payment from the College for any unacceptable work, unauthorized work, economic loss or loss of profits.
- (e) The Supplier acknowledges that payments do not represent a final evaluation or acceptance of the work by the College.
- (f) The College reserves the right to audit or have access to any record that pertains to the Supplier's work for the College and such access shall not be unreasonably denied. Audit may include, but not be limited to, the Supplier's stipulated total of hours worked.

S.18. Completion of the Deliverables

Completion of the Deliverables occurs when the College Representative determines that the Deliverables have been completed in accordance with this Contract and the College accepts the Deliverables in writing. The College shall not accept the Deliverables in writing unless and until the Supplier;

- (a) has cleaned up and restored the work site to the satisfaction of the College; and

(b) has rectified any defects as identified in writing by the College.

S.19. Employees

- (a) All Employees must be bonded and insured by the Supplier. All Employees shall provide proof of bonding to the College's Manager of Security, or his/her designate(s) upon hiring. Any person(s) not capable of being bonded shall be excluded from this Contract indefinitely.
- (b) Any Employee(s) or potential Employee deemed unacceptable to the College's Director of Physical Resources or his/her designate(s) for any reason shall, in the sole discretion of the Director of Physical Resources or his/her designate(s), be excluded from this Contract indefinitely.
- (c) The College shall retain the right to review the qualifications of the Supplier's incoming managers, supervisors or administrative support personnel.
- (d) Employees shall be permitted access to the residence facilities only with the approval of the College's Director, Housing, Food & Conference Services and Student Conduct or his or her designate, who shall have the right to deny or restrict access in his/her sole discretion. The Supplier shall provide any and all requested information relating to any Employee to the Director, Housing, Food & Conference Services and Student Conduct or his or her designate for the purpose of determining the extent of the access to be permitted.

S.20. Compliance with Applicable Collective Agreement and Employment-Related Legislation

(a) The Deliverables shall be provided at the following locations, at which Employees are represented by the following unions:

Campus	Union
Sutherland Campus, including Sutherland Residence Village	Ontario Public Services Employee Union (OPSEU), local 351. Collective Agreement expiring December 2022
Frost Campus, including Frost Residence	United Food and Commercial Workers Canada (UFCW) Local 175. Collective Agreement expiring December 2022

- (b) Copies of the Collective Agreements referenced above should be obtained directly from the respective Union. Pursuant to s. 69 and 69.1 of the *Labour Relations Act, 1995*, the Supplier may be bound by the Collective Agreements referenced above.
- (c) The Supplier will be solely responsible for any and all dealings with any union(s) representing Employees, including but not limited to bargaining, responding to grievances, etc. and shall save the College harmless in all such matters except for any legislated obligations the College may have pursuant to the laws of Ontario.
- (d) The Supplier guarantees continuance of Deliverables in the event of a strike/lock-out between the Supplier and Employees, subject to the provisions of the *Labour Relations Act, 1995* and the relevant Collective Agreement(s).

- (e) The Supplier shall at all material times comply with all legislative and other legal obligations to Employees while providing the Deliverables, including but not limited to its obligations under the *Workplace Health and Safety Act, 1997*, the *Occupational Health and Safety Act*, the *Employment Standards Act 2000*, the *Pay Equity Act*, the *Human Rights Code*, and the *Labour Relations Act, 1995*.

S.21. Supplied by the College

- (a) The College will supply all necessary light, heat, hot and cold water and all electricity requirements for cleaning apparatus.
- (b) The College will supply a suitable storage area for the Supplier's equipment and supplies and access to floor sinks where required.
- (c) The College will supply one shared office for the Site Manager and Office Administrator at the Sutherland Main Campus (Room C1107.5); and one office at the Frost Main Campus.
- (d) The College will supply 1 landline telephone, 1 personal computer with internet and limited network access, CMMS access, and printer access for approved Supplier staff only, at the Sutherland Main Campus. The College will be responsible for approving internet and network access to those Supplier personnel whose responsibilities require such privilege.
- (e) The preceding is supplied at no charge to the Supplier, however, the Supplier is to keep all areas in an acceptable condition and is responsible for any damage caused to these areas beyond normal use wear and tear.

S.22. College Policies

All Employees must fully comply with all of the College's policies at all times. Failure to do so must result in appropriate disciplinary action by the Supplier and its supervisory/management personnel, in accordance with any applicable collective agreement(s). The following policies which are most relevant to Employees are attached as Appendix H to the Solicitation Document:

- Access Control Directive
- Accessibility for Persons with Disabilities
- Cannabis Possession and Use
- Environmental
- Firearms
- Harassment and Discrimination Prevention
- Housing Services Regular Contractor Key Protocol
- Information and Communications Technology (ICT) Appropriate Use Policy
- Parking & Traffic
- Safety
- Sexual Violence Prevention
- Smoking and Tobacco Use
- Student Right and Responsibilities
- Violence Prevention

APPENDIX A – SCOPE OF WORK

A. THE DELIVERABLES

Professional Cleaning Services as described, in and around the buildings identified in Section A.1 below.

A.1 Location

The buildings that are included in the scope of this Agreement include the following:

Table 1 – Building Locations

#	Campus	Address	Buildings Included	Standard Operating Hours
1	Sutherland Campus	599 Brealey Drive Peterborough, ON K9J 7B1	<ul style="list-style-type: none"> • Main Building • Portable #1 	7:00am – 11:00pm
2	Sutherland Campus	850 Dobbin Rd Peterborough, ON K9J 6X4	<ul style="list-style-type: none"> • Dobbin Rd Farmhouse 	7:00am – 11:00pm
3	Frost Campus	200 Albert St S Lindsay, ON K9V 5E6	<ul style="list-style-type: none"> • Main Building • Arboriculture/Natural Resources Law Building • Construction & Resources Drilling Building • Heavy Equipment Building • Heavy Equipment Portable • Field House 	6:00am – 11:00pm
4	Sutherland Residence Village	1 Residence Circle Peterborough, ON K9K 2N7	<ul style="list-style-type: none"> • Six (6) buildings • Echo Shed 	7:00am – 7:00pm
5	Frost Residence	1 Auk Trail Lindsay, ON K9V 6G6	<ul style="list-style-type: none"> • Two (2) buildings • Echo Shed 	8:30am – 4:30pm

The College reserves the right, at its sole discretion, to change the number of buildings or areas to be cleaned, either through addition of newly purchased or constructed buildings, or through subtraction of existing buildings or areas requiring service, as necessary during the Contract Term.

College Residence buildings are open to students occupying rooms 24 hours a day during the academic semesters. The Standard Operating Hours noted above refer to the periods during which cleaning services are to be delivered. Services may be delivered outside the Standard Operating Hours provided the Supplier receives the approval of the Director of Housing, Food & Student Conduct for Services delivered in Residence Buildings and the approval of the Director of Physical Resources for all other locations.

A.2 Specifications - Tasks and Cleaning Frequency for all Buildings

The Supplier must ensure that each building receive prompt, professional and timely services. The College has made a commitment to the clients of each building that they will receive regular and reliable cleaning services. The following table identifies the applicable specifications for each building:

Table 2 – Specifications

Building/Area	Document #	Schedule & Description
Sutherland and Frost Campus	Appendix B	Schedule 1 – Cleaning Requirements Schedule 2 – Patrol Frequency Schedule 3 – Sutherland Campus Space Dimension by Category Schedule 4 – Frost Campus Space Dimension by Category Schedule 5 - A, B Wing Outline - snow removal Schedule 6 - C, D Wing Outline - snow removal
Sutherland Residence Village and Frost Residence	Appendix C	Schedule 1 – Residence Cleaning Services – Tasks & Frequency Schedule 2 – Residence Light Maintenance Services Schedule 3 – Residence Cleaning Conference Services Schedule 4 - Residence Turnover Cleaning Schedule 5 - Sutherland Residence Village Space Dimension by Category Schedule 6 - Frost Residence Space Dimension by Category

		<p>Schedule 7 - SRV Cleaning Run (Mon, Thurs & Fri, 9-5 Shift)</p> <p>Schedule 8 – SRV Cleaning Run (Mon-Fri, 7-3 Shift)</p> <p>Schedule 9 – SRV Cleaning Run (Mon-Fri, 11-7 Shift)</p> <p>Schedule 10 – SRV Cleaning Run (Sat & Sun, 8-4 Shift)</p> <p>Schedule 11 – Frost Residence Weekday Run (Mon-Fri, 8:30-4:30 Shift)</p> <p>Schedule 12 – Frost Residence Weekday Run (Sat & Sun, 10-2 Shift)</p>
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A.3 Scope of Work

- (a) This contract is for Professional Cleaning Services primarily for the regular cleaning and janitorial services necessary to maintain a number of College buildings, as referenced in Section A.1. These facilities include cafeterias and kitchens, technical laboratories, student residences and many academic services. The College is open to the public and therefore expects a high caliber of cleaning maintenance throughout the building during the term of the contract. Cleaners will need to enter student suites and bedrooms in Residence buildings at times to provide cleaning services. The Supplier shall provide adequate supervision of all staff to ensure that a high degree of professionalism, as required by the College in its sole opinion, is maintained in this environment. A Site Manager, as that position is defined below, shall be present at the Sutherland Campus at all times.

- (b) The Deliverables must be provided during normal operating hours as well as after normal operating hours. A number of shifts are required in order to meet the needs of the college buildings and student residences. The Supplier is required to supply all labour, supervision and equipment as well as the supplies necessary to complete the work and shall not use equipment owned or controlled by the College without the direct approval of the College. The service level required at each specific building will vary dependent upon the number of employees and students at the facility, and the type of services being delivered;

- (c) The College requires an on-site full-time day time Site Manager at the Sutherland Campus. Supervisors are required for the overnight shifts at the Sutherland and Frost Campus main buildings and an appropriate number of visits and quality assurance checks must be scheduled for all campuses. At all times, the Supplier shall designate one

individual who is ultimately responsible for managing and enforcing the Quality Assurance Program for all campuses and residences;

- (d) The Supplier acknowledges that the College places high importance on its Environmental program. The College's extensive recycling operations must be fully supported by the Supplier. The College encourages "value purchasing" of environmentally friendly products, services and equipment. The Supplier agrees to dedicate sufficient resources to ensure compliance with the College's environmental programs, as may be amended from time to time.
- (e) Any item that does not appear in the specifications but is necessary in order to complete the described task shall be deemed included in the specification and shall be supplied at the Supplier's expense;
- (f) The Supplier acknowledges that the Supplier may be required to provide special services which will be of an immediate nature and will require an immediate response. The Supplier shall provide a list of telephone numbers and contact persons, who will be available to respond to service of this nature, whether they occur during normal operating hours or outside of normal operating hours.
- (g) For the purposes of this Contract, the Site Manager shall be a designated and competent individual who is responsible for setting and maintaining quality standards, performance and maintaining the integrity of the account; Hire, train, monitor, evaluate and discipline staff for site; monitor the site for new developments and changes; coordinate and organize additional or project work on-site for weekends or as required; monitor and inspect and communicate with management; develop and maintain on-going working relationship with customer; cooperate with College management staff and support staff. This position will not have any regularly scheduled cleaning responsibilities.

A.4 Method and Required Level of Service

- (a) A high standard level of service is expected and must be achieved. All services provided will be in accordance with general industry practices. For simplification, tasks have been broken down into daily, 2x/week, weekly, bi-weekly, monthly, quarterly, semester, semi-annual and annual frequencies as found in the Specifications;
- (b) Nothing in this section shall relieve the Supplier from making certain on a DAILY basis that any cleaning related issue that requires attention is attended to immediately;
- (c) The Supplier acknowledges that special projects will be requested from time to time, within the normal number of contracted hours and during seasons when activity slows (e.g. summer months and break weeks). The Supplier acknowledges and agrees that restructuring of duties may be necessary to meet the requirements of the special projects. Such special events include but are not limited to: convocation and open houses. Special Projects may also be requested which will require restructuring of work, or potentially additional hours;

- (d) The Supplier will routinely tour the site and identify any potential hazards and work with the College Representative(s) to identify areas of concern.

A.5 Liaison Meetings

- (a) The Supplier's Senior Management Representative will be required to attend meetings with the College Representative(s) to ensure that all specific requirements are being met. The Senior Manager will meet with Facility/Residence managers regularly (minimum monthly), to discuss performance issues and project plans related to the monthly, quarterly, annual projects specified;
- (b) The Supplier's Site Manager is expected to meet frequently with the Physical Resources Department ("PRD") and the Residence Department to review performance and quality concerns.

A.6 Quality Assurance Program

- (a) A Quality Assurance Program must be implemented by the Supplier. The Quality Assurance Program must, at a minimum, have the ability to produce reports in a form acceptable to the College and accessible from any computer of the College illustrating the following:
- Tracking of quality assurance checks of all rooms and spaces requiring cleaning services over a period of time acceptable to the College;
 - Project planning;
 - Project completion;
 - Summary progress reports for the Facility/Residence Manager on quarterly, semi-annual and annual projects, identifying specific areas completed; and
 - Monthly reports highlighting accomplishments, challenges, and issues in maintaining the Quality Assurance Program
- (b) Electronic copies of reports will be sent to the Director of PRD and the Director, Housing, Food & Conference Services and Student Conduct for each of their respective areas, and maintained by the Supplier for the term of the contract;
- (c) The Quality Assurance Program shall include regular monitoring of personnel by a senior supervisor of the Supplier who must visit all locations and each shift at least once every week at irregular intervals. This Program will be developed, maintained and delivered at no cost to the College.

A.7 Time of Service

- (a) The Supplier is required to maintain a staffing schedule to support the services defined in the Specifications, and, from time to time, special projects as required and defined by the College.

- (b) The Supplier shall coordinate and cooperate with the College on all services and understands that daily adjustments to routines may be necessary as class schedules of the College are subject to change.
- (c) The work included in this Contract shall be completed to meet critical deadlines for the College, including, but not limited to:
- Start dates for each academic semester;
 - Move-in/move-out dates for students in residence;
 - Summer conferences in residences; and
 - Special event dates such as Open house, Convocation, Fundraising.
- (d) The Supplier acknowledges that the buildings are open to the public with evening classes and meetings, weekend classes, Sunday worship, and other special events occasionally being scheduled; therefore, the Supplier must schedule this work to minimize any adverse effects to either the public or the function of the building.
- (e) Several shifts will be required in order to provide coverage to ensure adequate response to operational demands. The normal operating hours of the College are shown in A.1 of this Schedule. Each College site may require different shift arrangements to meet these needs. Summer schedules may involve shift adjustments as an energy conservation measure.
- (f) Residence buildings are open 24 hours a day to students occupying rooms and during the academic semester period and will experience heavy traffic at times. Cleaning shifts may be adjusted accordingly with proper notice.
- (g) Notwithstanding anything to the contrary, and notwithstanding the general right of the Supplier to determine the timing for the delivery of the Services and staffing levels within the parameters of the Contract, the College reserves the right to determine, as it deems necessary, the timing of the delivery of any part of the Services and staffing levels required to deliver any part of the Services.

A.10 Hours of Work

- (a) It is necessary to perform certain portions of this work on weekends, evenings and overnight. No premium or additional payment of any kind will be made in consideration for the work performed outside of usual business hours.
- (b) The College reserves the right to approve working hours in relation to College business.

(c) The College recognizes the following statutory holidays:

New Year's Day	Civic Holiday	
Good Friday	Labour Day	
Thanksgiving Day	Victoria Day	Family Day
Canada Day	Christmas Day	Boxing Day

(d) The Supplier may re-arrange schedules to avoid requiring its staff to work on statutory holidays.

(e) The Supplier acknowledges that the Standard Operating Hours of the College and/or any Building may change either on a temporary or permanent basis. The Supplier agrees to accommodate any change to the Standard Operating Hours at no additional cost to the College.

A.11 Contract and Labour Hours

(a) The Supplier agrees to provide as part of the contract:

- i. A defined level of service.
- ii. A guaranteed minimum number of hours of labour to provide that level of service.

(b) Reconciliation of hours - The Supplier will provide electronic verification of labour hours on site, including raw data indicating the number of staff working on campus and when, on an agreed upon schedule to the Director of Physical Resources and the Director, Housing, Food & Conference Services and Student Conduct. At the College's discretion, surplus hours will either be credited back to the College at the specified rate or carried forward to subsequent months to complete special projects. The College will not be held liable for actual hours worked that exceed the hours forecasted/budgeted by the Supplier.

A.12 Environmental Program

The Supplier will actively promote environmentally responsible practices in its operation, demonstrating its commitment to sustainability and employee values that align with the College's sustainability goals, particularly with respect to waste diversion. The Supplier will keep the College informed about any environmentally-friendly products, new technologies and/or green initiatives it undertakes. The Supplier will, if requested by the College, make any environmentally-friendly products, new technologies and/or green initiatives available to the College.

The Supplier is expected to adhere to sound environmental practices in the delivery of the Services during Term. Environmental practices that the Supplier is expected to participate in include, but is not limited to, the following:

- Environmental activities the Supplier participates in (e.g. fair-trade practices, recycled content, carbon footprint reduction);

- The Supplier's communication strategies used with Clients that reinforce sustainability;
- Applicable quality assurance program certificates the Supplier possesses (e.g. ISO 14001, Occupational Health and Safety Management Systems Requirements);
- Environmental initiatives and associated implementation timelines, as applicable;
- Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable;
- Any environmental considerations such as increased energy savings, greenhouse gas reductions and donation programs; and
- Active participation in working in partnership with the College on waste diversion solutions to reduce contamination of our waste streams (e.g. separation of liquids through separate disposal, additional blue bins as deemed necessary etc.).

The Supplier shall incorporate the following in the performance of the work:

- (a) A green cleaning program that is certified under one of the following:
 - Green Seal's Environmental Standard for Commercial Cleaning Services (GS-42)
 - The International Sanitary Supply Association's (ISSA's) Cleaning Industry Management Standard for Green Buildings (CIMIS-GB); or
 - An equivalent third-party certification program approved by the Association for the Advancement of Sustainability in Higher Education (AASHE)
- (b) In an effort to reduce the amount of plastic garbage bags going to waste collection, where and when appropriate, the office garbage and recycling bins should be dumped rather than automatically replacing the plastic bags;
- (c) Guarantee to not dispose of garbage\recycling put aside and labelled for waste audits, approved by the College's Office of Sustainability, from time to time;
- (d) Use of 100% post-consumer paper products - toilet paper and paper towels;
- (e) Cooperate with the Office of Sustainability and Sustainability Waste Program for pilot projects and routine campus waste audits of all buildings and service areas.

B. MATERIAL DISCLOSURES AND WARNINGS

The Supplier specifically acknowledges being advised of the following:

- The Contract is a two-year term contract but is subject to the Termination provisions of this Agreement, including the ability of the College to terminate the Agreement for any reason upon 30 days' written notice.
- The Supplier is advised that it is solely responsible for complying with its obligations as a successor provider of building services under the *Employment Standards Act, 2000*, S.O. 2000, c. 41 and the *Labour Relations Act, 1995*, S.O. 1995, c. 1. The Supplier shall review the provided information for the list of current staff by campus, inclusive of rate, position, work group, hours, and availability. The Supplier shall be responsible for making any further inquiries necessary to discharge its obligations under the aforementioned Acts.
- Unionized Cleaning Staff at the Sutherland Campus belong to the Ontario Public Services Employee Union (OPSEU), local 351. The current Collective Agreement, between OPSEU and Best Service Pros Ltd expires on December 31, 2022.
- Unionized Cleaning Staff at the Frost Campus belong to the United Food and Commercial Workers Canada (UFCW) Local 175. The current Collective Agreement, between UFCW and Best Service Pros Ltd expires on December 31, 2022.

The Services shall be provided regardless of weather condition. The Supplier must make itself aware of the local weather conditions at the various locations where the services are to be provided at all times to ensure the proper contingencies are in place to deal with impacts of weather.

- The Arboriculture/Natural Resources Law Building, Drilling and Blasting Building, Frost Campus Field House, Heavy Equipment Building as well as Heavy Equipment Portable are prone to excessive mud, dirt, snow, slush etc.
- During the performance of delivering the services, the Supplier may encounter asbestos. The Supplier acknowledges receiving and reviewing the asbestos reports provided. The Supplier shall ensure that all staff are aware of the possible presence of asbestos and are familiar with the safety protocols involving asbestos of the College.
- The College has developed a Sustainability Plan including waste reduction and waste diversion targets. To this end, the College is working on solutions to ensure that the organics stream is no more than .5% contaminated with other items. This may lead to the implementation of composters, such as an onsite in-vessel composting solution (e.g. A900 Rocket Composter), at each campus, which will require some pre-sorting of the organics. The College expects that the Supplier will work with the College on this – plan specifics pending. Taking organics to a central system (totes in a central location) from the four/three stream bins around the college is likely the **minimum** requirement. Should the College go with an internal solution (i.e. on-site composter), there would be an

additional need to feed a macerator and the material is fed to the in-vessel composter with a one to one ratio of wood chips. Extra labour may be required and will be negotiated accordingly.

Rate Bid Form 1

Table 1: Annual Costs		Contract Year 1: May 30, 2020 - June 30, 2021 - Reduced Staffing Model (2 Site Supervisors and 8 Cleaners) from May 30, 2020 - September 30, 2020.	Contract Year 2: July 1, 2021 - June 30, 2022	Option Year 1 (Contract Year 3): July 1, 2022 - June 30, 2023	Option Year 2 (Contract Year 4): July 1, 2023 - June 30, 2024	Option Year 3 (Contract Year 5): July 1, 2024 - June 30, 2025	Option Year 4 (Contract Year 6): July 1, 2025 - June 30, 2026
#	Campus	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost
1	Sutherland Campus	\$ 899,950.29	\$ 1,207,463.01	\$ 1,231,217.49	\$ 1,255,841.84	\$ 1,280,958.68	\$ 1,306,577.85
2	Frost Campus	\$ 322,590.07	\$ 432,818.99	\$ 441,333.86	\$ 450,160.54	\$ 459,163.75	\$ 468,347.02
3	Sutherland Residence Village Academic Period (September 1 - April 30)	\$ 88,422.10	\$ 118,635.90	\$ 120,969.83	\$ 123,389.23	\$ 125,857.01	\$ 128,374.15
4	Sutherland Residence Village Summer Period (May 1 - August 31)	\$ 15,665.89	\$ 21,018.93	\$ 21,432.43	\$ 21,861.08	\$ 22,298.30	\$ 22,744.27
5	Frost Residence Academic Period (September 1 - April 30)	\$ 36,124.86	\$ 48,468.72	\$ 49,422.24	\$ 50,410.69	\$ 51,418.90	\$ 52,447.28
6	Frost Residence Summer Period (May 1 - August 31)	\$ 9,579.06	\$ 12,852.22	\$ 13,105.06	\$ 13,367.16	\$ 13,634.51	\$ 13,907.20
7	Sutherland Residence Village Spring Residence Turnover Cleaning	\$ 13,411.92	\$ 17,994.77	\$ 18,348.79	\$ 18,715.76	\$ 19,090.08	\$ 19,471.88
8	Frost Residence Spring Residence Turnover Cleaning	\$ 4,950.40	\$ 6,641.95	\$ 6,772.61	\$ 6,908.07	\$ 7,046.23	\$ 7,187.15
Total Annual Cost		\$ 1,390,694.60	\$ 1,865,894.49	\$ 1,902,602.32	\$ 1,940,654.37	\$ 1,979,467.46	\$ 2,019,056.81
Grand Total of Six (6) Years		\$ 11,098,370.04					

RESIDENCE CLEANING SERVICES - UNIT RATES SCHEDULE

Task	Unit of Measure	Contract Year 1: April xx, 2020 - June 30, 2021	Contract Year 2: July 1, 2021 - June 30, 2022	Option Year 1 (Contract Year 3): July 1, 2022 - June 30, 2023	Option Year 2 (Contract Year 4): July 1, 2023 - June 30, 2024	Option Year 3 (Contract Year 5): July 1, 2024 - June 30, 2025	Option Year 4 (Contract Year 6): July 1, 2025 - June 30, 2026
Additional Cleaning Services							
Full Clean - Suite Common Areas	\$ per suite common area	\$ 144.38	\$ 147.26	\$ 150.21	\$ 153.21	\$ 156.28	\$ 159.40
Full Clean - Bedrooms	\$ per bedroom	\$ 25.24	\$ 25.74	\$ 26.26	\$ 26.78	\$ 27.32	\$ 27.86
Touch-Up Clean - Suite Common Areas	\$ per suite common area	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83
Touch-Up Clean - Bedrooms	\$ per bedroom	\$ 12.62	\$ 12.87	\$ 13.13	\$ 13.39	\$ 13.66	\$ 13.93
Light Cleaning Service - Suite Common Areas	\$ per suite common area	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83
Emergency Cleaning Service	\$ per hour	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83
Exterior Window Cleaning Service	\$ per project	\$ 4,620.00	\$ 4,712.40	\$ 4,806.65	\$ 4,902.78	\$ 5,000.84	\$ 5,100.85
Carpet / Upholstery Cleaning - Kitchen/Bedroom Chairs	\$ per chair	\$ 4.02	\$ 4.10	\$ 4.18	\$ 4.26	\$ 4.35	\$ 4.44
Carpet / Upholstery Cleaning - Love Seats	\$ per love seat	\$ 8.03	\$ 8.19	\$ 8.36	\$ 8.53	\$ 8.70	\$ 8.87
Carpet / Upholstery Cleaning - Carpet(s)	\$ per sq ft	\$ 0.23	\$ 0.23	\$ 0.24	\$ 0.24	\$ 0.25	\$ 0.25
Conference Service Cleaning							
Conference room preparation	\$ per bedroom (without linens)	\$ 8.83	\$ 9.01	\$ 9.19	\$ 9.37	\$ 9.56	\$ 9.75
Conference room preparation	\$ per bedroom (with linens)	\$ 11.36	\$ 11.58	\$ 11.82	\$ 12.05	\$ 12.29	\$ 12.54
Conference Cleaning	\$ per suite common area	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83
Conference Cleaning	\$ per bedroom	\$ 12.62	\$ 12.87	\$ 13.13	\$ 13.39	\$ 13.66	\$ 13.93
Light Conference Cleaning Service	\$ per suite	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83
<i>Contractor will need to report of hours missed due to scheduling and/or staff absences</i>							
Cleaning Projects							
Turnover Cleaning (Dec)							
\$ per full clean - suite common area (vacant)	\$ per suite common area	\$ 144.38	\$ 147.26	\$ 150.21	\$ 153.21	\$ 156.28	\$ 159.40
\$ per partial clean - suite common area (vacant)	\$ per suite common area	\$ 32.81	\$ 33.46	\$ 34.13	\$ 34.82	\$ 35.51	\$ 36.22
\$ per full clean - bedroom (vacant)	\$ per bedroom	\$ 29.02	\$ 29.60	\$ 30.20	\$ 30.80	\$ 31.42	\$ 32.04
\$ per cleaning of public areas - Sutherland Residence Village	\$ per project	\$ 453.70	\$ 462.77	\$ 472.03	\$ 481.47	\$ 491.10	\$ 500.92
\$ per cleaning of public areas - Frost Residence	\$ per project	\$ 211.80	\$ 216.04	\$ 220.36	\$ 224.76	\$ 229.26	\$ 233.84

SUTHERLAND / FROST CAMPUS LIST OF SPECIFICATIONS

Appendix B - Schedule 1 - Cleaning Requirements

Annual Frequency

Area Types	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		

Main Entrances and Entrance Vestibules (High Traffic - see frequency schedule)

Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced as required daily (refer to campus guidelines for handling of waste and recyclables) and receptacles to be spot cleaned	X								
Clean entrance door glass, frames, kick plates, push plates and push bars where applicable	X								
Spot clean side glass, frames and ledges within 3 meters of door entryways.	X								
Wash glass surfaces forming part of the entranceway inside and outside			X						
Spot clean walls and other surfaces to remove visible soil, smudges, marks and graffiti and damp wipe radiators/heaters if applicable	X								
Dust all low reach areas (under 2 meters)	X								
Dust all high reach areas (from 2 - 4 meters)				X					
Wash waste and recycling receptacles					X				
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop entire area keeping baseboards free of dust and splash marks	X								
- Clean pedimat wells under pedimat mats								X	
- Machine scrub hard surface floor							X		
- Vacuum walk-off mats - during inclement weather, wet vacuum /extract to remove excess moisture from mats and surrounding area on patrols and during routine cleaning	X								
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter. Stains not removed through conventional hand methods are to be removed using portable extraction equipment within 24 hours of the appearance of the stain	X								
- Extraction clean walk-off mats during winter months (November to April)		X							
- Resilient Flooring is to be stripped and recoated applying a minimum 6 coats								X	
INTERIOR: Information/Security counters are to be cleaned thoroughly, damp disinfecting counters and all touch points, removing waste and maintaining dusting/spot cleaning of any other surfaces and furnishings	X								
EXTERIOR - remove gum from exterior surfaces within 10 meters of entrances							X		

Entrances/ Exits (Low Traffic - see frequency schedule)

Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced as required daily (refer to campus guidelines for handling of waste and recyclables) and receptacles to be spot cleaned	X								
Clean entrance door glass, frames, kick plates, push plates and push bars where applicable	X								
Spot clean side glass, frames and ledges within 3 meters of door entryways	X								
Wash glass surfaces forming part of the entranceway inside and outside			X						
Clean entrance door glass, frames, kick plates, push plates and push bars where applicable	X								
Spot clean walls and other surfaces to remove visible soil, smudges, marks and graffiti and damp wipe radiators/heaters if applicable	X								
Dust all low reach areas (under 2 meters)	X								
Dust all high reach areas (from 2 - 4 meters)				X					
Wash waste and recycling receptacles					X				
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop entire area keeping baseboards free of dust and splash marks	X								
- Machine scrub hard surface floor							X		
- Vacuum walk-off mats - during inclement weather, wet vacuum /extract to remove excess moisture from mats and surrounding area on patrols and during routine cleaning	X								
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter. Stains not removed through conventional hand methods are to be removed using portable extraction equipment within 24 hours of the appearance of the stain	X								
- Extraction clean walk-off mats during winter months (November to April)			X						
- Resilient Flooring is to be stripped and recoated applying a minimum 6 coats								X	
EXTERIOR - remove gum from exterior surfaces within 10 meters of entrances							X		

Corridors

Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced as required daily (refer to campus guidelines for handling of waste and recyclables) and receptacles to be spot cleaned	X								
Clean door glass, frames, kick plates, push plates and push bars where applicable - spot clean glass and ledges	X								
Spot clean walls and other surfaces to remove visible soil, smudges, marks and graffiti and damp wipe radiators/heaters if applicable	X								
Clean and polish all drinking fountains, removing water marks, scale, and splashes on sides and on front	X								

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
Refill hand sanitizer dispensers as necessary	X								
Damp clean benches and other furnishings			X						
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains								X	
Dust all low reach areas (under 2 meters) but including locker tops		X							
Dust all high reach areas (from 2 - 4 meters) including vending machines, fixtures and signage					X				
Wash waste and recycling receptacles					X				
Carpeted Floors:									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter. Stains not removed through conventional hand methods are to be removed using portable extraction equipment within 24 hours of the appearance of the stain	X								
- Fully vacuum carpeted main corridors	X								
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system	X								
- Auto-Scrub all floors and damp mop in inaccessible areas keeping baseboards free of dust and splash marks	X								
- Machine Scrub Concrete Floors in service areas on alternate days and more frequently as required by inclement weather		X							
- For common area concrete floors utilizing the '3M' maintenance system, recoat surface as per manufacturers instructions and burnish					X				
- Burnish resilient floor surfaces using approved high speed or ultra speed system				X					
- Resilient Flooring is to be stripped and recoated applying a minimum 3 coats								X	
- Vacuum walk-off mats - during inclement weather, wet vacuum to remove excess moisture from mats and surrounding area on patrols and during routine cleaning	X								
- Extraction clean walk-off mats during winter months (November to April)			X						
Offices (include Copy/Mail Rooms and Receiving Offices)									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced as required daily (refer to campus guidelines for handling of waste and recyclables) and receptacles to be spot cleaned	X								
Spot clean all walls, light switches, interior glass partitions and doors including push plates, kick plates and handles - remove marks and graffiti - damp wipe radiators/heaters as necessary		X							
Dust all low reach areas (under 2 meters) but including locker tops			X						
Dust all high reach areas (from 2 - 4 meters) including vending machines, fixtures and signage					X				
Window treatments (blinds, curtains) where applicable are to be vacuum dusted					X				
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains							X		
Dust and remove marks from tables and chairs including legs/ pedestals XXXXXX				X					
Spot extract upholstered furniture to remove stains					X				
Wash waste and recycling receptacles and waste baskets					X				
Carpeted Floors:									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary		X							
- Spot vacuum to remove visible soil and litter		X							
- Fully vacuum entire carpeted area			X						
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system		X							
- Spot mop all stains and spills, especially coffee and drink spills		X							
- Damp mop entire area keeping baseboards free of dust and splash marks				X					
- Resilient Flooring is to be stripped and recoated applying a minimum 6 coats									X
NOTE: Computers are not cleaned by the contractor, but keyboards and mice are to be disinfected		X							
Conference Rooms									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced as required (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti - damp wipe radiators/heaters if applicable	X								
Dust all low reach areas (under 2 meters)		X							
Dust all high reach areas (from 2 - 4 meters)					X				
Window treatments (blinds, curtains) where applicable are to be vacuum dusted					X				
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains							X		
Dust all furnishings and accessories taking care to remove spills, stains and handprints	X								
Dust and remove marks from tables and chairs including legs/ pedestals			X						

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
Spot extract upholstered furniture to remove stains							X		
Remove gum and other matter from underneath furnishings						X			
Carpeted Floors:									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary	X								
- Fully vacuum entire carpeted area	X								
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
- Clean all carpeted areas using an approved soil removal system									X
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system		X							
- Spot mop all stains and spills, especially coffee and drink spills		X							
- Damp mop entire area keeping baseboards free of dust and splash marks				X					
- Resilient Flooring is to be stripped and recoated applying a minimum 6 coats									X
Lounges/ Study Areas									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced as required (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti - damp wipe radiators/heaters if applicable	X								
Dust all low reach areas (under 2 meters)		X							
Dust all high reach areas (from 2 - 4 meters)					X				
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains							X		
Wash walls to remove all soil and marks								X	
Dust and spot clean all furniture, fixtures, equipment and accessories	X								
Dust and remove marks from tables and chairs including legs/ pedestals					X				
Clean furnishings, tables and chairs to remove all smudges, marks and spills				X					
Clean all table and chair legs to remove dust, debris and marks					X				
Remove gum and other matter from underneath furnishings					X				
Spot extract upholstered furniture to remove stains					X				
Vacuum and shampoo or extraction clean upholstered furnishings									X
Wash waste and recycling receptacles					X				X
Carpeted Floors:									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary	X								
- Fully vacuum entire carpeted area	X								
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system	X								
- Spot mop all stains and spills, especially coffee and drink spills	X								
- Damp mop entire area keeping baseboards free of dust and splash marks		X							
ADDITIONAL REQUIREMENTS:									
Clean all carpeted areas using an approved soil removal system						X			
Strip and refinish floors applying a minimum of 6 coats of floor finish							X		
Wash windows, glass partitions and frames							X		
Library: Resource and Study Areas									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced as required (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Dust all low reach areas (under 2 meters)		X							
Dust book shelves					X				
Dust all high reach areas (from 2 - 4 meters)					X				
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains							X		
Dust all furniture, fixtures, equipment and accessories	X								
Dust and remove marks from legs of furniture and chairs including pedestals					X				
Remove gum and other matter from underneath furnishings					X				
Spot extract upholstered furniture to remove stains					X				
Vacuum and shampoo or extraction clean upholstered furnishings									X
Wash waste and recycling receptacles					X				
Carpeted Floors:									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary	X								
- Fully vacuum entire carpeted area	X								

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
- Clean all carpeted areas using an approved soil removal system								X	
Washrooms									
Refill dispensers, empty trash, clean and sanitize all restroom fixtures, wipe all counters, clean mirrors, wipe chrome, spot wipe partitions and trash receptacles, sweep and damp mop floors using a germicidal cleaner (refer to waste campus guidelines for waste handling procedures)	X								
Damp wipe/disinfect contact points on doors along with kick and push plates	X								
Damp wipe/disinfect radiators/heaters	X								
Wash all restroom partitions on both sides					X				
Wash all ceramic tile walls by hand					X				
Wash all walls								X	
Clean all ceiling diffusers					X				
Clean ceiling lights					X				
Replace air fresheners in washrooms where applicable						X			
Machine scrub all restroom floors using germicidal detergent								X	
Wash waste and recycling receptacles					X				
Showers/ Locker Areas									
Refill dispensers, empty trash, clean and sanitize all restroom fixtures, wipe all counters, clean mirrors, wipe chrome, spot wipe partitions, sweep and damp mop floors using a germicidal cleaner (refer to waste campus guidelines for waste handling procedures) and spot clean waste receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti - damp wipe radiators/heaters	X								
Lockers and partitions are to be dusted (tops) and spot cleaned to remove smudges, marks and graffiti	X								
Lockers and partitions are to be damp cleaned and disinfected to remove smudges, marks and graffiti					X				
Clean and disinfect shower walls, fixtures and floors - replace shower curtains as necessary	X								
Pressure wash showers to remove all accumulations from tiles and grout taking care not to damage surfaces			X						
Wash all walls								X	
Clean all air diffusers					X				
Dust ceiling light fixtures					X				
Replace air fresheners where applicable						X			
Clean drains using an approved drain cleaner..., if drains are clogged, attempt to clear with plunger			X						
Wash waste and recycling receptacles					X				
Commercial food operations									
Cafeteria / Auks Lodge / Steele Centre & Pub									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced daily (refer to campus guidelines for handling of waste and recyclables) and receptacles to be spot cleaned	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Check/ Spot clean tables and chairs missed by food service staff	X								
Remove gum and other matter from underneath furnishings					X				
Clean and remove marks from table and chair legs					X				
Wash waste receptacles					X				
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop and/or auto-scrub all hard surface floors keeping baseboards free of dust and splash marks - damp mop inaccessible areas	X								
- Machine scrub floors					X				
- Strip and refinish floors applying minimum of 6 coats of floor finish								X	
Carpet Floors:									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary	X								
- Fully vacuum entire carpeted area	X								
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
- Clean all carpeted areas using an approved soil removal system								X	
EXCLUSIONS: Servery, periodic and project work, lights, vents									
Kitchen / Pizza Pizza / Epic Burger / Tim Horton's / Kawartha Grill / etc.									
Entire floor cleaning including grout cleaning removing all dirt and grease.								X	
Entire wall cleaning including behind all movable appliances								X	
Clean all exposed vents, vent pipes, diffusers								X	
Entire ceiling cleaning								X	
Entire wall cleaning including behind all movable appliances								X	

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
Kitchenettes / Staff Lounges									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced as required (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Dust and spot clean all furniture, fixtures, equipment and accessories	X								
Damp clean and disinfect countertops and touch point surfaces	X								
Clean sink and fixtures	X								
Dust all low reach areas (under 2 meters)			X						
Dust all high reach areas (from 2 - 4 meters)					X				
Damp clean interior and exterior of microwave oven	X								
Wash waste and recycling receptacles					X				
Clean refrigerator, and empty contents at customer request			X						
Pull refrigerator away from wall and clean whole space behind it.								X	
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains					X				
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system	X								
- Strip and refinish floors applying minimum of 6 coats of floor finish								X	
- Damp mop entire area keeping baseboards free of dust and splash marks	X								
Workshops: Carpentry, HVAC, Welding, Electronic, KUBE - all floors									
Empty all waste receptacles and remove trash and recyclables to designated area - waste liners and bags are to be changed weekly or more often as required (refer to campus guidelines for waste handling procedures) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Dust all low reach areas (under 2 meters)								X	
Dust all high reach areas (from 2 - 4 meters)								X	
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains (excluding upper level of D0)			X						
Furniture is to be cleaned removing marks and stains								X	
Remove gum and other matter from underneath furnishings and other surfaces								X	
Wash waste and recycling receptacles								X	
Hard Floors: (Concrete)									
- Using push broom sweep all open areas								X	
- Mop all stains and spills, especially coffee and drink spills								X	
- Damp mop entire area								X	
- Dust/ damp wipe as necessary to maintain clean appearance of baseboards								X	
- Machine scrub floors								X	
Classrooms/ Labs/ Lecture Theatres									
Empty all trash receptacles and remove trash and recyclables to designated area - waste bags to be replaced as required (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Dust all low reach areas (under 2 meters)		X							
Dust all high reach areas (from 2 - 4 meters)					X				
Window treatments (blinds, curtains) where applicable are to be vacuum dusted					X				
Wash interior glass partitions (both sides) and inside surface of plate glass windows - wipe all frames free of dust and stains							X		
Clean chalk boards and white boards with duster and clean out chalk tray	X								
Dust and spot clean all furniture, student desks and chairs, fixtures, equipment and accessories	X								
Dust and remove marks from legs of furniture and chairs including pedestals				X					
Remove gum and other matter from underneath furnishings					X				
Thoroughly clean student desks and chairs removing pencil and ink marks									X
Lecture podiums and screens are to be dusted and cleaned			X						
Vacuum and shampoo or extraction clean upholstered furnishings							X		
Empty and refill wiper dispensers as needed	X								
Wash waste and recycling receptacles	X								
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop entire surface to remove spills and stains keeping baseboards free of dust and splash marks	X								
- Machine scrub floors					X				

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
- Strip and refinish floors applying minimum of 6 coats of floor finish								X	
- For concrete floors utilizing the '3M' maintenance program, recoat surface as per manufacturers instructions and burnish							X		
Carpeted Floors:									
- Using approved spotting system, spot clean to remove stains from 2.5cm to 1m in diameter using portable extraction equipment if necessary	X								
- Fully vacuum entire carpeted area	X								
- Dust and spot clean baseboards as necessary to keep a clean appearance					X				
Open Access Computer Labs - Learning Resource Centre, Library, B2101, B2121, B2131, Learning Commons									
Spot clean desks	X								
Fully damp clean all desk surfaces to remove marks and graffiti			X						
Wash chairs and polish all legs of desks and chairs			X						
Spot clean computer monitors			X						
Spot clean computers and monitors	X								
Fully clean computers			X						
Clean and disinfect computer keyboards and mice	X								
Storage Areas:									
Daily Use Storage (Closets, Coat Rooms, etc.)									
Empty all waste receptacles and remove trash and recyclables to designated area (refer to campus guidelines for handling of waste and recyclables)					X				
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti					X				
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system					X				
- Damp mop all stains and spills, especially coffee and drink spills					X				
Carpeted Floors:									
- Fully vacuum entire carpeted area					X				
Storerooms/Supply Rooms/Long-Term Storage									
Empty all waste receptacles and remove trash and recyclables to designated area (refer to campus guidelines for handling of waste and recyclables)					X				
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti									X
Dust all horizontal surfaces									X
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system									X
- Damp mop all stains and spills, especially coffee and drink spills									X
Carpeted Floors:									
- Fully vacuum entire carpeted area									X
Treatment Rooms									
Empty all waste receptacles and remove trash and recyclables to designated area - replace waste bags and liners daily (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean all walls, light switches, interior glass surfaces and doors including push plates, kick plates and handles - remove marks and graffiti	X								
Damp wipe/disinfect all horizontal surfaces and furnishings	X								
Dust all low and high reach areas (up to 4 meters)	X								
Clean and disinfect sinks, fixtures and countertops and wipe dry	X								
Wash glass and mirrors and wipe all frames.	X								
Remove gum and other matter from underneath furnishings					X				
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop entire surface to remove spills and stains using a disinfectant solution keeping baseboards free of dust and splash marks	X								
- Strip and refinish floors applying minimum of 6 coats of floor finish								X	
Stairwells									
Empty all waste receptacles and remove trash and recyclables to designated area - replace waste bags and liners as required (refer to campus guidelines for handling of waste and recyclables) and spot clean all receptacles	X								
Spot clean walls to remove marks and graffiti - spot clean glass, windows and ledges - damp wipe radiators/heaters if applicable	X								
Clean door glass, frames, kick plates, push plates and push bars where applicable	X								
Dust hand rails, ledges and other horizontal surfaces			X						
Wash walls to remove soil and marks - more frequently in high volume areas as needed						X			
Clean interior glass surfaces						X			
Wash waste and recycling receptacles					X				
Sweep or dust mop stair treads	X								

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency								
	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual
	M to F						3x/yr		
Damp mop stair treads and landings (more often as required by inclement weather and in winter)	X								
Scrub stair treads including nosing, risers and vertical surfaces to remove marks and stains							X		
Elevators									
Detail clean cab interior, polishing all stainless steel surfaces as necessary - high dust vents and lights where accessible	X								
Clean Exterior of Elevator Doors and Frames	X								
Clean/vacuum Elevator Tracks	X								
Hard Floors:									
- Dust mop all surfaces using an approved dust capturing system	X								
- Damp mop entire surface to remove spills and stains keeping baseboards/coves free of dust and splash marks	X								
- Strip and Recoat resilient floors with 6 coats of finish								X	
Utility Rooms/ Custodial									
Clean slop sink and assure drains are clean	X								
Empty all waste receptacles and remove trash and recyclables to designated area (refer to campus guidelines for handling of waste and recyclables)	X								
Dust horizontal surfaces..., maintain supplies in safe and orderly fashion on designated shelving	X								
All equipment tools and material are to be cleaned and stored correctly at the end of each shift.	X								
Hard Floors:									
- Dust Mop all surfaces using an approved dust control system	X								
- Damp mop entire surface to remove spills and stains	X								
EXCLUSIONS:									
- Receiving Docks (NOTE: Receiving Offices are included)	X								
- Mechanical/ Electrical/ Telephone/ Hub Rooms and Mechanical Penthouses									
Exterior Porter (1 x FTE) - to be equipped with vehicle suitable for moving garbage, set-up furnishings and supplies - responsible for all functions listed and additional duties as assigned by the college									
Daily Services as required by College - Monday to Friday									
Sweep around buildings and in parking lots to remove litter and debris - pick-up and remove garbage (1st round to be completed prior to 7:15am)	Daily, Monday to Friday								
Co-ordinate and do set-ups	Daily, Monday to Friday								
Check the Work Order system	Daily, Monday to Friday								
Change batteries - paper towel dispensers, feminine hygiene dispensers, clocks, etc.	As Required Daily, Monday to Friday								
Graffiti removal	As Required Daily, Monday to Friday								
Remove/replace/install signage, benches, ash urns and garbage containers	As Required Daily, Monday to Friday								
Place ice melt product at entrances during freezing weather. Remove Snow from all entrances, outside stairs and ramps. Keep snow from building up on hard surfaces. Refer to snow removal chart.	As Required Daily, Monday to Friday								
Water plants	As Required Daily, Monday to Friday								
Adjust tables and chairs according to fire department requirements	2 Times Yearly								
Inventory chairs and tables	2 Times Yearly								
PATROL Cleaning									
Entrances - Patrol 3x Morning, 2x Afternoon, 1x Evening (at equal intervals)	Remove litter, gum, graffiti, tape and tape residue resulting from posting notices and signs - spot clean walls and glass - remove excess moisture from mats and general area with wet vacuums during inclement weather - pick up litter from exterior surfaces within 3 meters of entrances								
Entrance Stairwells - Patrol 3x Morning, 2x Afternoon, 1x Evening (at equal intervals)	Remove litter, gum, graffiti, tape and tape residue resulting from posting notices and signs - spot clean walls and glass - damp mop to remove spills, stains and any excess moisture that might result from inclement weather								
Corridors - Patrol 3x Morning, 1x Afternoon, 1x Evening (at equal intervals)	Spot clean all contact areas on walls, light switches, doors, kick plates and interior glass surfaces - remove gum, graffiti, litter and spills from floors, and tape and tape residue resulting from posting notices and signs								

Appendix B - Schedule 1 - Cleaning Requirements	Annual Frequency									
Area Types	Daily	2 x Week	Weekly	Bi-Weekly	Monthly	Quarterly	Semester	Semi-Annual	Annual	
	M to F						3x/yr			
Washrooms - Patrol 3x Morning, 2xAfternoon, 1x Evening (at equal intervals)	Replenish supplies, remove waste, remove litter, gum, graffiti and spills from floors and spot clean fixtures, mirrors, countertops and partitions. Washrooms are to be patrolled 6x/daily at equal intervals - schedules to be negotiated with the college. Contractor is to provide signage for employee sign-off each time washrooms are serviced - records are to be maintained by the contractor for the term of the contract									
Periodics	Throughout campus unless otherwise specified									
	Annually									
Resilient Floors	Strip and recoat resilient flooring with six coats of floor finish									
Carpet	Clean all carpeted areas using an approved soil removal system									
Walls	Wash walls to remove all soil and marks									
Exterior Windows (Ground Level)	Clean ground level exterior paned glass/ Inside and Outside Surfaces									
Light Fixtures	Remove flies from light fixtures									
	Per Semester (3x per year)									
Air Diffusers	Dust ceiling air diffusers									
Light Fixtures	Dust clean all open light fixtures (those not sealed by light diffusers)									
Special Events/ Emergency Cleaning	Throughout the Year									
Set Up (services by Day Porter)	The contractor is required to have staff available to perform set-up and clean-up functions around special events.									
Emergencies	The contractor will be required to divert staff to attend to emergencies such a flood clean-up and during/after other maintenance issues									

**FROST CAMPUS STUDENT RESIDENCES
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

Appendix C1

updated Oct 24, 2018 by Rob M

RESIDENCE CLEANING SERVICES - TASKS & FREQUENCY

ACADEMIC YEAR SCHEDULE (LATE AUGUST - APRIL)

Sutherland Residence Village (Peterborough)

Daily - Monday to Friday, 7:00 am - 3:00 pm (1 staff)

Daily - Monday to Friday, 11:00 am - 7:00 pm (1 staff)

Daily - Thursday to Monday, 9:00 - 5:00 (1 staff)

Frost Residence (Lindsay)

Daily - Monday to Friday, 8:00 am - 4:00 pm (1 staff)

Weekend/Holiday, 10:00 am - 2:00 pm (1 staff)

Based on the College schedule, the residence buildings are shut down during the Winter Break period (approximately 1 week) during which time cleaning is not required. Service between semester breaks may also be reduced and this level of service shall be discussed with the Contractor approximately one month prior to the semester break.

As required, Housing Services office will request that the Contractor's staff work earlier shifts during the Winter month's to complete snow/ice removal and ice melt work. Advance notice will be provided.

SUMMER SCHEDULE (MAY - LATE AUGUST)

Sutherland Residence Village (Peterborough)

Daily - Monday to Friday, 8:00 am - 4:00 pm (1 staff)

No weekends/holidays, unless circumstances arise

Frost Residence (Lindsay)

Daily - Monday to Friday, 9:00 am - 2:00 pm (1 staff)

No weekends/holidays, unless circumstances arise

Requirements for Residence Conference Services increase in the summer months. Refer to Conference Services information for more detail.

COMMUNICATION

**FROST CAMPUS STUDENT RESIDENCES
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

The Contractor shall be required to attend weekly Housing Services meetings to discuss any issues, review work order completion, address complaints and/or report on corrective actions.

1.0	DAILY TASKS (refer to Daily RESIDENCE Cleaning Runs in the Appendices)
1.1	Tour the corridors & staircases of each building to identify any problems that have occurred overnight
1.2	Sweep then damp mop all corridors, entrances
	Sweep all staircases and damp mop
	Vacuum all matting at entrances
	Clean glass at entrance, stairs and lobby doors (including push bars)
	Clean/wipe down suite doors as required including kick plates
	Clean wall surfaces
	Spot clean throughout buildings as items are noticed
1.3	Cleaning & Light Maintenance work orders
	Perform light maintenance tasks as defined in Light Maintenance Tab
	Complete work orders as assigned and report to office once complete
	Respond to spills cleanup & work order requests
	Report graffiti containing racial or threatening messages
	Report leaks, flooding and toilets not flushing
	Report any health and safety concerns
	Removing signage (tape, staples etc.) from unauthorized areas
1.4	Public/Office/Marketplace Washrooms
	Sweep and damp mop washrooms
	Fully sanitize all fixtures, faucets, tissue and sanitary napkin containers.
	Clean mirrors, top up toilet tissue, soap dispensers & paper towel dispensers.
	Use germicidal products to disinfect all fixtures.
1.5	Office areas/meeting room/staff kitchen
	Sweep, damp mop and vacuum floors
	Wipe surfaces
	Clean/wipe down doors and glass
	Dispose of garbage, recycling & shredding
	Set-up office/meeting room furniture
	Fully clean sinks, counters, fixtures, appliances tidy up
	Wipe inside and outside of microwave and refrigerator

**FROST CAMPUS STUDENT RESIDENCES
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

1.6	Laundry room(s)
	Empty lint traps in laundry dryers; wipe down appliances; clean taps
	Wipe down all washers/dryers, including soap scum around machine doors
	Empty refuse
1.7	Waste Management
	Remove refuse and recycling
	Replace liners
	Spot clean refuse containers (interior & exterior containers)
	Remove refuse and recycling that is found in any staircases or corridors
	Ensure refuse is correctly placed in EcoShed
1.8	Storage, mechanical, slop rooms
	Maintain, tidy, organize storage and supply rooms
	Maintain, tidy, organize storage and mechanical rooms
	Maintain, tidy and organize slop rooms
1.9	Residence Marketplace (Sutherland Residence Village only)
	Sweep and damp mop floors
	Vacuum all matting at entrances
	Dust all shelves and surfaces
	Fully sanitize all surfaces
	Empty refuse (incl. cardboard from deliveries)
1.10	Exterior
	Sweep all entrances of cigarette butts, leaves, general litter
	Remove cigarette butts from sand ash urns and planter boxes
	Pick up litter in vicinity of residences property including the parking lot area(s) adjacent to Residence
	Tie off bags for collection by waste contractor, and reline containers
	Snow/ice removal (slow blowing, shoveling etc.) and ice melt application if needed for all entrances, paths and walkways
	Clean BBQ and area, picnic tables and benches
	Pick up litter in EcoShed and Bicycle Shed
	Unblock water collection grates (clear of debris)
2.0	TWICE WEEKLY

**FROST CAMPUS STUDENT RESIDENCES
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

2.1	Set-out waste and recycle totes for hauler
	Advise College of any problem with waste hauler meeting scheduled requirements
3.0	WEEKLY
3.1	Sweep and damp mop all housekeeping rooms
3.2	Rake volleyball court
3.3	Sweep basketball court
3.4	Clean interior & exterior hand rails
3.5	Dust furniture in public areas and window sills
3.6	Rinse out recycling containers
3.7	Clean BBQ interior & exterior
3.8	Stir composter/plug in when below 0 degrees C
3.9	Sweep out and damp mop bicycle shed
3.10	Refinish public/office washrooms
3.11	Clean outside dryer vent
4.0	MONTHLY
4.1	Dust tops of wall fixtures, notice boards
4.2	Dust all office furniture chairs, shelving and desk surfaces without disturbing paperwork. When completed cleared, the entire surface will be cleaned with germicidal product.
4.3	Feather dust fire extinguishers, emergency lights and emergency exit signs
4.4	Power wash Eco-shed during summer months (April - Sept) & sweep out during winter months (Oct - Mar)

**FROST CAMPUS STUDENT RESIDENCES
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

4.5	Service and clean vacuums
4.6	Refinish BBQ interior & exterior
5.0 QUARTERLY	
	During "break weeks", classes are suspended and most students are gone. Employees remain with exception of the College holiday closure (approx. Dec 24 - Jan 1).
	These are approximately:
	Last week of October (one week)
	Last two weeks of December and first week of January (3 weeks)
	Last week of February (one week)
5.1	Refer to appropriate RESIDENCE Week 8 Runs in Appendices
6.0 ADDITIONAL CLEANING SERVICES	
6.1	Specific runs has been developed for important dates in Housing Services. These are included in the appendices The Contractor is responsible to ensure the Contractors' staff is prepared and completes these runs as scheduled. Move-in Day, Open House/Welcome Days, Move-out Day
6.2	Emergency Cleaning Services During normal working hours, the Contractor shall respond to any clearing emergencies such as flood, spills vomit, blood pathogens, broken glass, fire extinguisher, etc. in public spaces or suites/bedroom as required. Outside for normal working hours, the Contractor shall have staff available to respond to cleaning emergencies quickly and efficiently.
6.3	Upholstery & Carpet Cleaning Service Housing Services will require carpet and upholstery cleaning service to be completed by the Contractor or sub-contractor as determined/approved by the College Housing Services will provide the quantities of carpet and upholstered furniture to clean per project. This work is completed annually.
6.4	Exterior Window Cleaning Service

**FROST CAMPUS STUDENT RESIDENCES
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

	Housing Services will required exterior window cleaning to be complete by the Contractor or sub-contractor as determined/approved by the College.
	All exterior windows will be cleaned annually.
6.5	Light Cleaning Service (Occupied) - Suite Common Areas
	During the academic year (Sept-April), a bi-weekly suite cleaning service may be provided to students to clean the common areas within the suite included the entrance, kitchen/dining, living room and bathrooms.
	Housing Services will elect whether to offer this service to students.
	Kitchen
	Cleaning and disinfecting counters
	Disinfecting sink & faucet
	Wiping cabinet fronts
	Cleaning stove tops
	Cleaning exterior fridge/freezer
	Cleaning microwave interior/exterior
	Wet mopping floor
	Bathrooms
	Cleaning and disinfecting counters
	Disinfecting sink & faucet
	Wiping cabinet fronts
	Cleaning mirror
	Cleaning toilet
	Cleaning tub/shower stall
	Wet mopping floor
	Living Area
	Vacuuming carpet
	Dusting and wiping furniture surfaces
	Removing refuse (garbage, recycling, compost)
	Spot cleaning wall if required
6.6	Full Clean (Vacant) - Suite Common Areas & Bedrooms

**FROST CAMPUS STUDENT RESIDENCES
FREQUENCY OF CLEANING LIGHT MAINTENANCE TASKS**

	During the year vacancies will occur. This may require the Contractor to thorough clean the suite and/or bedroom(s) to prepare for the next occupant to move-in. Typically this includes only cleaning the vacant bedroom(s) in a suite however if all bedrooms are vacant the suite common area (kitchen, living room, bathrooms) will need to be cleaned.
	This work will by assigned as additional work to the Contractor's staff as a work order. There may be situations where the volume of work requires additional staffing to complete work on schedule.

DOCUMENT NAME	SRV Cleaning Run (Mon-Fri 9-5 Shift)		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

SRV Cleaning Run (Mon, Thurs & Fri, 9-5 Shift)

SHIFT 3 - Cleaning/Light Maintenance Run List

Days: Monday, Thursday & Friday

Shift: 9:00 – 5:00

Time	Job Assignment
9:00 AM	Shift begins, Sign in
	(In Winter season) Clear all snow from entrances and walkways, make sure to salt after clearing snow for walkways and steps as needed, constantly monitor throughout shift.
	Complete work orders on a priority basis as determined by the Residence Office. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders to the Residence Office after lunch break and check for new work orders throughout the day.
	Conduct interior walk through Buildings 5 & 6, pick up debris and clean up spills & stains found in buildings.
	Pull garbage & recycling from exterior containers.
	Buildings 5 & 6: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings. Clean kick plates and push bars on all doors.
11:00 AM	Break
11:15 AM	Study rooms in Buildings 5 & 6 needs to be checked daily for garbage & cleanliness, ensure tables and chairs are set up properly.
	Conduct an exterior walk around all buildings and parking lot to pick-up garbage & debris.
	Wipe down both sets of tables at the pavilions and remove any garbage in the area.
	Check volleyball court and remove any garbage (rake as needed, weather dependent)
1:00 PM	Lunch
1:30 PM	Submit completed work orders to Residence Office immediately after lunch break – check if there are new work orders.
	Conduct interior walk through Buildings 5 & 6, pick up debris and clean up spills & stains found in buildings.
	Tidy up Janitor closets/mechanical rooms in each building.
3:00 PM	Break
3:15 PM	Conduct interior walk through Buildings 5 & 6, pick up debris and clean up spills & stains found in buildings.
	Submit completed work orders to Residence Office before end of shift – check if there are new work orders.
5:00 PM	End of Shift, Sign-Out

THURSDAY
FRIDAY

Prepare Cardboard for pick-up
Prepare Garbage for pick-up

DOCUMENT NAME	SRV Cleaning Run (Mon-Fri 7-3 Shift)		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

SRV Cleaning Run (Mon-Fri, 7-3 Shift)

Cleaning/Light Maintenance Run List

Days: Monday – Friday

Shift: 7:00 – 3:00

Time	Job Assignment
7:00 AM	Shift begins, Sign in
	(In Winter season) Clear all snow from entrances and walkways, make sure to salt after clearing snow for walkways and steps as needed, constantly monitor throughout shift.
	Complete work orders on a priority basis as determined by the Residence Office. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders to the Residence Office after lunch break and check for new work orders throughout the day.
	Conduct an exterior walk around all buildings and parking lot to pick-up garbage & debris.
7:30 AM	Clean Residence Office spaces, kitchen/lunch room & public washrooms to be completed by 8:15 AM.
	Clean MarketPlace – floors, bathrooms, wipe tables
	Conduct interior walk through Buildings 1 - 6, pick up debris and clean up spills & stains found in buildings.
	Clean the Boardroom in Building 1 prior to any bookings. Check garbage and recycling and wipe down tables, places tables in correct layout.
	Buildings 1 & 4: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings. Clean kick plates and push bars on all doors. Check and empty garbage & recycling containers. Pull garbage & recycling from exterior containers.
9:00 AM	Break
9:15 AM	Check the Eco Shed. Ensure all garbage, recycling and cardboard is in the bin.
	All rooms on main floor need to be checked and cleaned up in the morning. Clean laundry room in Building 1, clean lint traps and empty garbage & recycling. Clean laundry room exterior exhaust vents of debris.
	Clean BBQ and ensure gas is turned off. Clean grates and underneath grates. Wipe down pavilion tables and remove any garbage in the area.
	Check basketball court area and remove any garbage.
11:00 AM	Lunch
	Submit completed work orders to Residence Office immediately after lunch break – check if there are new work orders.
11:30 AM	Buildings 1 & 4: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings. Clean kick plates and push bars on all doors.
	Tidy up Janitor closets/mechanical rooms in each building.
1:30 PM	Clean public washrooms in Building 1.
	Submit completed work orders to Residence Office before end of shift – check if there are new work orders.

DOCUMENT NAME	SRV Cleaning Run (Mon-Fri 7-3 Shift)		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

2:00 PM	End of Shift, Sign-Out
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MONDAYS

Prepare Cardboard ready for pick-up

TUESDAYS

Work includes Buildings 1, 4 & 6

WEDNESDAYS

Work includes Buildings 1, 4 & 6

THURSDAYS

Take inventory of stock in the Housekeeping room, maintenance rooms and report to the SRV Residence Manager.

DOCUMENT NAME	SRV Cleaning Run (Mon-Fri 11-7 Shift)		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

SRV Cleaning Run (Mon-Fri, 11-7 Shift)

Cleaning/Light Maintenance Run List

Days: Monday – Friday

Shift: 11:00 – 7:00

Time	Job Assignment
11:00 AM	Shift begins, Sign in
	(In Winter season) Clear all snow from entrances and walkways, make sure to salt after clearing snow for walkways and steps as needed, constantly monitor throughout shift.
	Complete work orders on a priority basis as determined by the Residence Office. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders to the Residence Office after lunch break and check for new work orders throughout the day.
11:00 AM	Clean Market Place in Building 3 including two washrooms.
	Conduct interior walk through Buildings 2 & 3, pick up debris and clean up spills & stains found in buildings.
1:00 PM	Break
1:15PM	Buildings 2 & 3: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings. Clean kick plates and push bars on all doors. Check and empty garbage & recycling containers.
3:00 PM	Lunch
3:30 PM	Submit completed work orders to Residence Office immediately after lunch break – check if there are new work orders.
	Clean the public/share spaces in Bldgs 2, 3 & 5 (Laundry, study rooms, boardrooms etc.)
	Check the Eco Shed. Ensure all garbage, recycling and cardboard is in the bin.
	Clean out the Bike Shed.
5:00 PM	Break
5:15 PM	Clean Market Place in Building 3 including two washrooms.
6:00 PM	Conduct interior walk through Buildings 2 & 3, pick up debris and clean up spills & stains found in buildings.
	Check the Eco Shed. Ensure all garbage, recycling and cardboard is in the bin.
	Conduct an exterior walk around all buildings and parking lot to pick-up garbage & debris. Pull garbage from exterior bins as needed.
	Clean public washroom in building 1.
	Submit completed work orders to Residence Office before end of shift – check if there are new work orders.
7:00 PM	End of Shift, Sign-Out

TUESDAYS

Work includes Buildings 2, 3 & 5
Prepare Garbage for pick-up

WEDNESDAYS

Work includes Buildings 2, 3 & 5
Prepare Recycling (plastics) for pick-up
Power wash empty recycling bins and store back in the EcoShed (as weather permits).

DOCUMENT NAME	SRV Cleaning Run (Sat, Sun & Holidays 8-4 Shift)		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

SRV Cleaning Run (Sat & Sun, 8-4 Shift)

Cleaning/Light Maintenance Run List

Days: Saturday & Sunday

Shift: 8:00 – 4:00

Time	Job Assignment
8:00 AM	Shift begins, Sign in
	(In Winter season) Clear all snow from entrances and walkways, make sure to salt after clearing snow for walkways and steps as needed, constantly monitor throughout shift.
	Complete work orders on a priority basis as determined by the Residence Office. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders to the Residence Office after lunch break and check for new work orders throughout the day.
	Conduct interior walk through Buildings 1 & 6, pick up debris and clean up spills & stains found in buildings.
	Pull garbage & recycling from exterior containers.
	Check the Eco Shed. Ensure all garbage, recycling and cardboard is in the bin.
	Conduct an exterior walk around all buildings and parking lot to pick-up garbage & debris. Wipe down pavilion tables and remove any garbage in the area.
10:00 AM	Break
10:15 AM	Clean Market Place in Building 3 including two washrooms.
	Clean stairwells & common halls in buildings 1 - 6. Wash walls and doors in entrances and ledges & railings.
12:00 PM	Lunch
12:30 PM	Clean laundry rooms in Buildings 1 & 5, clean lint traps and remove garbage.
	Clean study rooms.
	Clean public washrooms and Boardroom in Building 1.
2:00 PM	Break
2:15 PM	Conduct interior walk through Buildings 1 & 6, pick up debris and clean up spills & stains found in buildings, sweep debris and removal from entrances, foyers and stairwells.
3:15 PM	Clean Market Place in Building 3 including two washrooms.
	Submit completed work orders to Residence Office before end of shift – check if there are new work orders.
4:00 PM	End of Shift, Sign-Out

DOCUMENT NAME	FROST Residence Weekday Run		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

Frost Residence Weekday Run (Mon-Fri, 8:30-4:30 Shift)

Cleaning/Light Maintenance Run List

Days: Monday – Friday

Shift: 8:30 – 4:30

Time	Job Assignment
8:30 AM	Shift begins, Sign in
	(In Winter season) Clear all snow from entrances and walkways , make sure to salt after clearing snow for walkways and steps
	Complete work orders on a priority basis as determined by the Residence Office. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders to the Residence Office after each break and check for new work orders throughout the day.
	Conduct an exterior walk around all buildings and parking lot to pick-up garbage & debris.
	Clean Residence Office spaces and public washroom.
	Conduct interior walk through Buildings 1 & 2, pick up debris and clean up spills & stains found in buildings.
10:30 AM	Break
	Submit completed work orders to Residence Office immediately after lunch break – check if there are new work orders.
10:45 AM	Buildings 1 & 2: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings. Clean kick plates and push bars on all doors. Check and empty garbage & recycling containers. Pull garbage & recycling from exterior containers.
	Clean laundry room in Building 2, clean lint traps and empty garbage & recycling. Clean laundry room exterior exhaust vents of debris.
	Sweep curbs of circle drive way with push broom
	Make sure all cardboard in is in the bin for pick up On day of pick up for Blue Bins place all bins at the top of circle driveway
	Clean RPO common area, bathroom, Rez Life office & tour room
	Clean Bike shed , sweep floors and pick up any garbage
12:30 PM	Lunch
1:00 PM	Submit completed work orders to Residence Office immediately after break – check if there are new work orders.
	Clean BBQ and ensure gas is turned off. Clean grates and underneath grates.
	Sweep debris and removal from walkways and picking up trash & cigarette butts from lawns. Sweep out corners of all entrance. Do a walk around grounds & parking lot R and pick up any garbage or debris.
2:00 PM	Break
2:15PM	Buildings 1 & 2: Walk through Buildings. Sweep & mop buildings from top to bottom. Clean both entrances in each Building including matting and glass. Clean stairwells &

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DOCUMENT NAME	FROST Residence Weekday Run		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

	common halls. Wash walls and doors in entrances and ledges & railings
	Check the Eco Shed. Ensure all garbage, recycling and cardboard is in the bin.
	Tidy up GDI storage room and Janitor closets/mechanical rooms in each building
4:30 PM	End of Shift, Sign-Out

Check sump pumps in both building to see if pumps and alarms are working as well the check for level of slug if any **(Monthly)**

DOCUMENT NAME	FROST Residence Weekend Run		
PROCEDURE ID	REZ-ADMIN	APPROVED BY:	GM, Housing Services
EFFECTIVE DATE:	April 15, 2018	REVIEW DATE:	March 1, 2020

Frost Residence Weekend Run (Sat & Sun, 10:00-2:00 Shift)

Cleaning/Light Maintenance Run List

Days: Saturday, Sunday & Holidays

Shift: 10:00 – 2:00

Time	Job Assignment
10:00 AM	Shift begins, Sign in,
	(In Winter season) Clear all snow from entrances and walkways , make sure to salt after clearing snow for walkways and steps
	Check work order board for priority orders
	Complete work orders on a priority basis. Please ensure the time required to complete work orders is documented in maintenance log. Please record additional tasks requested outside your regular duties. Hand in completed work orders and check on work orders throughout the day
	Walk through Buildings 1 & 2, pick up debris and clean up spills & stains found in buildings. Clean Kick Plates and Push Bars on all doors
	Sweep & mop buildings from top to bottom including entrances (matting and glass)
12:00 PM	Break
	Clean building 2 offices and collect garbage/recycling
	Clean laundry room in Building 2, clean lint traps and garbage
	Clean stairwells & common halls. Wash walls and doors in entrances and ledges & railings
	Sweep curbs of circle drive way with push broom (weather permitting)
	Sweep debris and removal from walkways and pick up trash & cigarette butts from lawns. Sweep out corners of all entrances. Do a walk around grounds & parking lot R and pick up any garbage or debris (weather permitting)
	Check entrance garbage & cigarette containers and empty & replace bags as required.
	If required, mop entrances again
	Clean RLS Room (Residence Programming Office – Suite 114) – collect garbage & recycling
	Clean Bike shed , sweep floors and pick up any Garbage
2:00 PM	End of Shift

**Department of
Security & Safety**
Administrative Directive

Access Control

Number: AD 2.6
Effective: 16 July 2009
Repeals: None
References:
- 5.3 Access Control Procedures

I. RATIONALE:

Fleming College places a high priority on the security and safety of the campus community as part of our commitment to maintaining a welcoming environment. The College is determined to ensure that access to the College Physical Resources is adequate for students, employees and visitors to pursue their respective work, study and business balanced with the responsibility to maintain a safe and secure campus.

This comprehensive Access Control Protocol will provide all members of campus community with clear information about facility access hours and processes.

II. OBJECTIVES:

There are three objectives that this protocol will address with regard to access control:

1. Insuring the safety of employees and students when working alone in low traffic areas after hours or when using potentially dangerous tools and equipment.
2. Providing adequate access to the appropriate facilities so staff and students may complete their work or academic assignments.
3. Protect the College facilities and property from theft and vandalism.

III. PROTOCOL STATEMENT:

All campuses of Fleming College are private property and as such access to the property and facilities may be restricted by the College. All students, employees and visitors are required to access the various buildings, rooms, labs and other facilities at the College in accordance with this Protocol or any shared use agreement that has been entered into by the College and another party.

General Security Procedures

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Campus Security Services

IV. FACILITY HOURS:

A. Determination of Hours

The Manager, Security and Safety will review the facility access hours annually and shall recommend changes as necessary to the Director, College Physical Resources.

Deans, Program Coordinators, Technicians and Technologists will be consulted by the Manager, Security and Safety during the review process so they may provide information related to the security and safety of the areas for which they are responsible.

Final determination of the opening and closing hours of College buildings is the responsibility of the Director, Physical Resources.

B. Facility Schedules

The Security Guards of the Department of Security and Safety share responsible for physically locking and unlocking the College buildings and facilities with other departments and agencies on campus.

The building schedules and the responsibilities of each department and agency are documented in the Appendixes of this protocol as follows:

- Appendix A - Cobourg Campus
- Appendix B - Frost Campus
- Appendix C - Haliburton Campus
- Appendix D - McRae Campus
- Appendix E - Sutherland Campus

C. After Hours Access

In order to ensure the safety of students, employees and visitors, access to the campus buildings and facilities outside of the hours documented in this Protocol will be prohibited. Persons that require access to College facilities outside of these hours must have the written permission of one of the following:

- Dean/Principle/Campus Manager
- Director, Physical Resources
- Manager, Security, Parking & Emergency Management
- Director, Physical Resources

The manager that grants after hours access permission must send copy of the written permission to the Manager, Security & Safety for inclusion in the Guard's Procedures.

Note: Staff members that are responding to emergencies do not require written permission for entry but should make their manager aware that they are accessing the building after hours and the purpose for such access.

V. ACCESS CONTROL:

It is the responsibility of the contracted Security Guards to control access to the campus property and facilities as per the conditions set out in this Protocol.

The Security Guards, acting as agents of the owner, have the authority to ask any person to leave a room, lab, building or the campus property if the situation warrants. Whenever possible a College Manager should be contacted before taking such action.

Normally the local police should be contacted to deal with uncooperative or belligerent trespassers. Security Guards are not to use force to remove trespassers.

VI. PROCEDURES

A. Room Bookings

Students, employees and visitors are required to book space, rooms, outdoor facilities and access to restricted labs through the following College staff:

Frost Campus	Facilities, Operations Officer
Haliburton Campus	PT & Con Ed Training Officer
Sutherland Campus	Facilities, Operations Officer

The above staff members are responsible for notifying the Security, Facilities, Cleaning Staff and other departments of any actions required such as locking and unlocking.

B. Access to Locked Buildings, Rooms & Offices

Students, employees and visitors are required to take the following steps when access is required to a locked building, room or office.

1. During normal business hours employees that require access to locked areas are required to sign out a temporary key from the Facilities Operations Officer or other appropriate staff member, as listed in Section A.
2. Outside of normal business hours or when the Facilities Operations Officer is unavailable the on duty Security Guards will respond to door opening requests, having regard to other more urgent safety duties.
3. If the area is alarmed or is an area with restricted access the Security Guard will follow the procedure in Section D. When in doubt the Security Guard should contact:
 1. Facility Manager
 2. Manager, Security & Safety
4. Security Guards shall take the following steps before granting access to anyone:

General Security Procedures

Section 2

Campus Security Services

1. Verify the identity of the person with photo identification.
2. Document the person's name and the area being opened.
3. Check that the area is properly secured once the person leaves.
4. Complete a Door Opening incident report with the relevant information.

Note: Identification is not required if the Guard recognizes the person and knows the person's first name, last name. Identification by another employee is also acceptable. The Security Guard must document who identified the person.

C. Access to Alarmed or Restricted Areas

Where an area is alarmed or entry is restricted and no emergency situation exists, Security Guards will not access or allow person(s) access to alarmed premises without the permission of the person responsible for the alarmed area.

If the person responsible for the alarmed area cannot be contacted the Security Guard should contact the following for direction:

1. Security Supervisor or Coordinator
2. Manager, Security, Parking & Emergency Management
3. Manager, Physical Resources

If access is granted the alarmed area the Security Guard shall take the following steps:

1. Verify the identity of the person with photo identification.
2. Document the person's name and the area being opened.
3. Check that the area is properly secured once the person leaves.
4. Complete an incident report with the relevant information.

Note: Identification is not required if the Guard recognizes the person and knows the person's first name, last name. Identification by another employee is also acceptable. The Security Guard must document who identified the person.

D. Accessing Private Offices

While conducting regular patrols Security Guards will not enter a private office unless there is clear indication that such action is necessary to protect the property of the College or that the safety of the building occupants is in jeopardy. In addition, no person(s) other than the person to whom the space is assigned will be allowed to enter or be given access to private office without the permission of the assignee.

General Security Procedures

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Campus Security Services

In a situation that is clearly an emergency due to which, any delay would increase the danger or damage to persons or property, the room may be entered without prior clearance. The Manager, Security, Parking & Emergency Management will be advised as soon as possible following entry and the correction of the emergency condition.

Activities while in the office will be limited to those actions necessary to deal with the emergency or condition that initiated the entry. In cases when it is necessary to disturb any of the room contents to affect control of the emergency or condition, the person to whom the room is assigned will be advised by the Manager, Security, Parking & Emergency Management.

E. Suspicious Persons

If a student or employee encounters or observes a suspicious person in the building or on the property they should take the following action:

1. Do not approach the person
2. Take note of their description, pay attention to:
 - a. Height
 - b. Weight or Build
 - c. Hair style and colour
 - d. What they are wearing
 - e. Distinguishing features (facial hair, scars, tattoos etc)
3. Contact Security from a safe location (remember there are Safety Phones)
4. Maintain sight of the person only if it is safe to do so when calling Security.

When an on duty Guard encounters a suspicious person in the building or on the property, the following approach is to be used:

1. Approach the person from a direction they can see you.
2. Identify yourself by name and who you work for.
3. Inform the person of the reason you are speaking to them.
4. Ask the person if they are a student or an employee.
5. Ask the person what they are doing in the area you found them.
6. Ask the person for a piece of identification (Fleming ID is preferred)
7. If they don't have identification or refuse to provide it, inform them that the College is private property and that you will require them to leave.
8. If the person is banned from the area and Campus Security has a copy of the ban notice inform the person that you are requesting they leave as per their ban notice.
9. If the person is not banned and provides identification, document their information in your notebook, including the suspicious activity that caused you to speak to them.

General Security Procedures

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Campus Security Services

10. When patrolling the area watch for the person in case they return.
11. Complete a report on the incident.

If the person is uncooperative or belligerent or in the judgement of the Security Guard the person may become violent they should:

1. Contact another guard for assistance.
2. Contact a supervisor for assistance.
3. Contact the police if necessary.

Security Guards should not attempt to physically remove a person from the property. The use of force is only authorized to defend yourself or others from an attack and the force used must be reasonable according to the various provincial and federal statutes. Guards should always wait for the police to remove non-violent trespassers.

Approved by:

***Janice Couglin
Director, College Facilities
16 July 2009***

General Security Procedures

APPENDIX A Cobourg Campus

1. Building Hours

AREA	MON	TUE	WED	THU	FRI	SAT	SUN	STAT
Main Doors	730am 930pm	730am 930pm	730am 930pm	730am 930pm	730am 7pm	Closed	Closed	Closed

2. Locking & Unlocking Duties

A. Locking

Area	Agency	Notes
Main Door	PT Facility Custodian	In absence of custodian the last staff member to leave.

B. Unlocking

Area	Agency	Notes
Main Doors	College Staff	Normally the Campus Operations Officer.

General Security Procedures

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General Security Procedures

APPENDIX B Frost Campus

1. Building Hours

BLDG	MON	TUE	WED	THU	FRI	SAT	SUN	STAT
Main	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm
Drilling	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	Closed	Closed	Closed
Heavy	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	Closed	Closed	Closed
Law	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	Closed	Closed	Closed
Field House	9:30am 10pm	9:30am 10pm	9:30am 10pm	9:30am 10pm	8am 4pm	Closed	Closed	Closed
Bio Comm.	8am 930pm	8am 930pm	8am 930pm	8am 930pm	8am 930pm	12pm- 5pm	12pm- 5pm	Closed

2. Locking & Unlocking Duties

A. Locking

Building	Agency	Notes
Main	Security	
Drill & Blast	Security	Shop and all doors leading into the shop locked by faculty
Heavy Equip.	Security	All exit doors locked by faculty and staff members
NR Law	Security	
Field House	Rec. Staff	Security to assist with clearing the building.
Bio Commons	Technician	Security assists the student staff on weekends.

****Security checks all areas to ensure they are properly secured after hours**

B. Unlocking

Building	Agency	Notes
Main	Facilities	Security on weekends (Sat/Sun)
Drill & Blast	Facilities	
Heavy Equip.	Facilities	Normally unlocked by the first arriving faculty or staff member.
NR Law	Facilities	
Field House	Rec. Staff	

General Security Procedures

Section 2

Campus Security Services

Bio Commons	Technician	Security assists the student staff on weekends.
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APPENDIX C Haliburton Campus

1. Building Hours

BLDG	MON	TUE	WED	THU	FRI	SAT	SUN	STAT

2. Locking & Unlocking Duties

A. Locking

Building	Agency	Notes

B. Unlocking

Building	Agency	Notes

General Security Procedures

APPENDIX D McRae Campus

1. Building Hours

BLDG	MON	TUE	WED	THU	FRI	SAT	SUN	STAT

2. Locking & Unlocking Duties

A. Locking

Building	Agency	Notes

B. Unlocking

Building	Agency	Notes

General Security Procedures

Section 2

Campus Security Services

APPENDIX E Sutherland Campus

1. Building Hours

BLDG	MON	TUE	WED	THU	FRI	SAT	SUN	STAT
Main	6am 11pm	6am 11pm	6am 11pm	6am 11pm	6am 11pm	8am 8pm	8am 8pm	8am 8pm
Farm House								
Library								
LRC								

2. Locking & Unlocking Duties

A. Locking

Building	Agency	Notes
Main	Security	
Farm House	Security	Stays Locked
Library	College Staff	Security assists student staff on weekends.
LRC		
Drive Shed	Physical Resources Staff	Facility is secure unless access by PRD Staff.

B. Unlocking

Building	Agency	Notes
Main	Physical Resources Staff	First PRD staff member to arrive unlocks the exterior doors.

General Security Procedures

Section 2

Campus Security Services

Farm House	Security	Stays Locked
Library	College Staff	Security assists student staff on weekends.
LRC		
Drive Shed	Physical Resources Staff	Facility is secure unless access by PRD Staff.

Accessibility for Persons With Disabilities	
Policy ID:	#3-341
Manual Classification:	Section 3 – Human Resources
Approved by Board of Governors:	<i>Original:</i> March 25, 2009 <i>Revisions:</i> January 23, 2013; January 27, 2016
Effective Date:	January 27, 2016
Next Policy Review Date:	January 2021
Administrative Contact for Policy Interpretation:	Human Rights Officer
Linked to an Operating Procedure:	<input checked="" type="checkbox"/> Yes #3-341 OP <input type="checkbox"/> No <i>Accessibility for Persons With Disabilities</i>

Policy Statement

At Fleming College, we are committed to building an inclusive and accessible learning and working environment. We believe in and promote the rights of all persons with disabilities as enshrined in the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, and the Accessibility for Ontarians with Disabilities Act (AODA, 2005) and its related Accessibility Standards Regulations. The College supports the intent of the AODA and its goal of achieving accessibility for Ontarians with disabilities with respect to goods, services, facilities, accommodations, employment, buildings, structures and premises. The College also affirms the rights of all persons, including those with disabilities, to have access to equal opportunity in employment, education, accommodation or business dealings with the College.

Purpose

This policy is intended to meet the requirements of the Accessible Customer Service Standard, Ontario Regulation 429/07, and the Integrated Accessibility Standards, Ontario Regulation 191/11, set forth under the AODA, as they apply to Fleming College, an educational/training institution as defined in the Education Act.

Scope

This policy shall apply to every person who acts on behalf of Fleming College, whether the person is an employee, third party employee, or volunteer. All areas of the College are accountable for ensuring accessibility for persons with disabilities.

Definitions/Acronyms

ACSS: Accessible Customer Service Standard, Ontario Regulation 429/07

AODA: Accessibility for Ontarians with Disabilities Act (2005)

Disability: The definition of disability used in this policy is the same as that used by the AODA and the Ontario Human Rights Code. That is, a disability is:

- a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,

- b) a condition of mental impairment or a developmental disability,
- c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- d) a mental disorder; or
- e) an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

IASR: Integrated Accessibility Standard Regulation 191/11

Reasonable: Those accommodations which do not impose undue hardship on the College which may include but is not limited to significant alteration to the fundamental nature of the learning outcomes and/or the academic standards of a program or course; significant alteration to a work process that would disadvantage other employees; substantial economic hardship to a College program or department that would affect its economic viability; significant adverse impact on learning opportunities for other students; the health and safety of other students or employees and/or safety hazards to other persons or property; or significant disruption of College operations. What is reasonable must be determined objectively on a case-by-case basis, based on all the circumstances of the case. Where there is more than one reasonable approach to accommodation, the College reserves the right to choose the approach that is best suited to its operational and academic requirements.

General Principles

Consistent with the ACSS, the College affirms its commitment to promoting the following principles in all of its policies and interactions with persons with disabilities:

Dignity: Treating individuals with disabilities as customers and clients who are as valued and deserving of effective and full service as any other customer. Individuals with disabilities will not be expected to accept lesser service, quality, or convenience.

Independence: Freedom from the control or influence of others; freedom to make your own choices.

Integration: Allowing people with disabilities to fully benefit from the same services, in the same place and in the same or similar ways as others. Policies, practices, and procedures are designed to be accessible to everyone including people with disabilities.

Equal opportunity: Treating those with disabilities in accordance with their individual merits, capabilities, circumstances, or characteristics, rather than on the basis of stereotypical assumptions. People with disabilities should not have to make significantly more effort to access or obtain service, and they should not have to accept lesser quality or more inconvenience.

Related Documents

- Accessible Customer Service Standard, Ontario Regulation 429/07
- Integrated Accessibility Standards, Ontario Regulation 191/11
- Multiyear Accessibility Plan 2015 – 2018 (endorsed by the Board October 28, 2015)
- Administrative Operating Procedure #3-341 OP, *Accessibility for Persons With Disabilities*
- College Policy #4-423, *Campus Security*
- College Policy #3-311, *Harassment and Discrimination Prevention*
- College Policy #3-342, *Return to Work Policy and Medical Accommodation Policy*
- College Policy #7-701, *Access and Accommodations for Students With Disabilities*
- Administrative Operating Procedure #7-701 OP, *Access and Accommodations for Students With Disabilities*

Appendices

N/A

History of Amendments/Reviews:

Section(s)	Date	Comments
New Policy	March 2009	<ul style="list-style-type: none">• Board approval of policy (Resolution BoG March25-2009 #7)
Reviewed and revised	January 2013	Review undertaken as required under the Multi-year Accessibility Plan <ul style="list-style-type: none">• Board approval of policy (Resolution BoG Jan23-2013 #2)
Full Policy review	December 2015; January 2016	Review undertaken as required under the Multi-year Accessibility Plan; new format (separation of procedure from policy; accessible format); updated language <ul style="list-style-type: none">• Board approval of revised policy (Resolution BoG Jan27-2016 #1)

ADMINISTRATIVE OPERATING PROCEDURE

Accessibility for Persons With Disabilities	
Procedure ID:	#3-341 OP
Approved by:	Executive Leaders Team – January 14, 2016
Effective Date:	January 27, 2016
Next Review Date:	January 2019
Monitoring Responsibility:	Human Resources / Human Rights Officer
Linked to a College Policy:	<input checked="" type="checkbox"/> Yes # 3-341 <i>Accessibility for Persons With Disabilities</i> <input type="checkbox"/> No

Policy Statement

At Fleming College, we are committed to building an inclusive and accessible learning and working environment. We believe in and promote the rights of all persons with disabilities as enshrined in the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, and the Accessibility for Ontarians with Disabilities Act (AODA, 2005) and its related Accessibility Standards Regulations. The College supports the intent of the AODA and its goal of achieving accessibility for Ontarians with disabilities with respect to goods, services, facilities, accommodations, employment, buildings, structures and premises. The College also affirms the rights of all persons, including those with disabilities, to have access to equal opportunity in employment, education, accommodation or business dealings with the College.

Definitions/Acronyms

ACSS: Accessible Customer Service Standard, Ontario Regulation 429/07

AODA: Accessibility for Ontarians with Disabilities Act (2005)

Disability: The definition of disability used in this operating procedure will be the same as that used by the Ontario Human Rights Code. That is, a disability is:

- a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- b) a condition of mental impairment or a developmental disability,
- c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- d) a mental disorder; or
- e) an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

IASR: Integrated Accessibility Standard Regulation 191/11

Reasonable: Those accommodations which do not impose undue hardship on the College which may include but is not limited to significant alteration to the fundamental nature of the learning outcomes and/or the academic standards of a program or course; significant alteration to a work process that would disadvantage other employees; substantial economic hardship to a College program or department that would affect its economic viability; significant adverse impact on learning opportunities for other students; the health and safety of other students or employees and/or safety hazards to other persons or property; or significant disruption of College operations. What is reasonable must be determined objectively on a case-by-case basis, based on all the circumstances

of the case. Where there is more than one reasonable approach to accommodation, the College reserves the right to choose the approach that is best suited to its operational and academic requirements.

Operating Procedure

As per the *Accessibility for Ontarians with Disabilities Act (2005) and its related Accessibility Standards Regulations*, Fleming College will carry out annual accessibility planning and present the results in a multiyear format (3 to 5 years). The Multi-Year Accessibility Plan will identify;

- College objectives and the activities it will undertake in order to meet the requirements of the Standard;
- the administrative lead responsible for the accomplishment of objectives and the champions who carry out the major activities;
- the costs associated with the activities; and
- the legal compliance due dates of each item and the timelines within which each objective must be met.

The Accessibility Working Group oversees this planning process and reports annually to the Board of Governors. The group is made up of College employees from key areas, as well as persons with disabilities. The planning process is coordinated by the Human Rights Officer, who reports to the Vice-President Human Resources and Student Services. Questions regarding accessibility planning or requests for an alternate format can be directed to the Human Rights Officer.

Each area of the College that is identified in the Multiyear Accessibility Plan is responsible for the development, maintenance and implementation of specific operating procedures relating to these Standards. The specific requirements of each Standard are described in the appendices of this procedure and are addressed by the Multiyear Accessibility Plan.

Appendix A – Accessible Customer Service Standards

- Alternate Formats
- Service Animals
- Service Disruptions
- Providing Feedback

Appendix B – Integrated Accessibility Standards

- General Requirements
- Accessible Information and Communication
- Accessible Employment
- Accessible Transportation
- Built Environment

Complaints Procedure

Occasionally disputes may arise concerning the provision of accommodations for people with disabilities. Complaints regarding accommodations are made through the College's Harassment and Discrimination complaint procedures (available online [here.](#)).

Supports for Individuals Considering Making a Complaint

Individuals who are considering whether or not to make a complaint and who have questions about the complaint process may speak with the Accessibility Facilitator, the Human Rights Officer, or their

Union representative (if applicable). Additionally, students may also speak with their Student Administrative Council (Sutherland), the Student Association (Frost) or their Counsellor.

Related Documents

- Accessible Customer Service Standard, Ontario Regulation 429/07
- Integrated Accessibility Standards, Ontario Regulation 191/11
- Multiyear Accessibility Plan 2015 – 2018 (endorsed by the Board October 28, 2015)
- Administrative Operating Procedure #3-341 OP, *Accessibility for Persons With Disabilities*
- College Policy #7-701, *Access and Accommodations for Students With Disabilities*
- Administrative Operating Procedure #7-701 OP, *Access and Accommodations for Students With Disabilities*
- College Policy #4-423, *Campus Security*
- College Policy #3-311, *Harassment and Discrimination Prevention*
- Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*
- College Policy #3-342, *Return to Work and Medical/Disability Accommodation*

Appendices

- Appendix A: *Accessible Customer Service Standard*
- Appendix B: *Integrated Accessibility Standards*
- Appendix C: *Use of Service Animals*

History of Amendments/Reviews:

Section(s)	Date	Comments
Regular review	January 2013	--
Regular review including minor additions to the Appendices	Dec 2015; January 2016	New format (as a result of separating procedure from policy); accessible format - updates to language; updated contacts; addition of Complaints Procedure

Appendix A to Operating Procedure 3-341 OP: Accessible Customer Service Standard

As per ACSS 429/07, Fleming College will follow the principles of independence, dignity, integration and equality of opportunity in its provision of goods and services to members of the public with disabilities.

In such cases where a person with a disability requires the use of their own personal assistive devices in order to access the goods and services provided by the College, they are welcome to do so. Assistive devices include, but are not limited to the following examples: hearing aids, wheelchairs, electronic organizers, magnifying devices, electronic voice synthesizers.

If the use of a support person is required in order to access the goods and services provided by the College, persons with disabilities are welcome to bring such support persons with them to the College. A support person may be a trained professional, friend or family member – whomever the person with a disability deems appropriate.

Specifically, the College will:

- Use reasonable efforts to ensure that its policies, practices and procedures are consistent with the core principles of independence, dignity, integration and equality of opportunity.
- Continue to make every reasonable accommodation for the individual needs of self-identified persons (students and employees) with documented disabilities as per the Ontario Human Rights Code.
- Ensure all members of the College community communicate with a person with a disability in a manner that takes into account his or her disability.
- Where admission fees are charged, provide notice ahead of time on what admission, if any, would be charged for a support person of a person with a disability.
- Train staff, volunteers, contractors and any other people who interact with the public or other third parties on the College's behalf on a number of topics as outlined in the customer service standard.
- Train staff, volunteers, contractors and any other people who are involved in developing College policies, practices and procedures on the provision of goods or services on a number of topics as outlined in the customer service standard.

Alternate Formats

The College will communicate services and procedures to the public in an accessible manner, including their provision in alternative formats where requested. This includes posting this procedure, the Multiyear Accessibility Plan and Annual Report and associated documentation on the College's website.

An electronic form is available on the College's [Accessibility web page](#) to request a document in alternate format.

Service Animals

The only exception to this practice is where such animals are prohibited by law.

Service Disruptions

The College shall provide notice when facilities or services that people with disabilities rely on to access or use the College's goods or services are temporarily disrupted. The notice will include information about the reason for the disruption, length of disruption and a description of alternate facilities or services, if available.

Providing Feedback

Feedback on this procedure may be provided by a person with a disability in the manner deemed most appropriate to them, such as in person, by telephone, in writing, or by fax or email.

Feedback may be provided directly to:

Nick Duley, CHRL
Human Rights Officer
Fleming College
599 Brealey Drive
Peterborough, ON
K9J 7B1

Phone: (705) 749-5520 Ext. 1982

Fax: (705) 749-5522

Email: nick.duley@flemingcollege.ca

Feedback will be used to improve customer service. In addition, the author of the feedback will be provided with a response in the format in which the feedback was received. The feedback may outline actions deemed appropriate, if any.

Appendix B to Operating Procedure 3-341 OP: *Integrated Accessibility Standard*

General Requirements

As per the IASR 2011, Fleming College will maintain the Accessibility For Persons With Disabilities Policy #3-341, governing how it will achieve accessibility and uphold its commitment to meeting the accessibility needs of persons with disabilities in a timely manner. Specifically, the College will:

- Implement this policy and procedure in all aspects of its operations.
- Make the policy and procedure documents publicly available, and in an accessible format upon request.

The College will establish a multi-year accessibility action plan outlining its strategy to prevent and remove barriers, and meet its requirements under the IASR. Specifically, the College will:

- Establish this plan in consultation with persons with disabilities or an advisory committee.
- Post this Accessibility Plan on its website and provide the plan in an accessible format upon request.
- Review and update its accessibility plan once every three to five years in consultation with persons with disabilities and the Accessibility Working Group.

Each year, the College will prepare an annual status report on the steps taken to implement the accessibility plan, post this status report on its website, and provide it in an accessible format, upon request.

Also, Fleming College will:

- Incorporate accessibility criteria and features when procuring or acquiring goods, services or facilities, except where it is impracticable to do so.
- Incorporate accessibility features when designing, procuring or acquiring self-service kiosks.
- Provide training for its employees and volunteers regarding the IASR and the Ontario Human Rights Code.

Training will be provided for those responsible for developing College policies, and for all others who provide goods, services or facilities on behalf of the College.

Accessible Information and Communication

As per the IASR 2011, Fleming College is committed to ensuring information and communications are accessible. Specifically, the College will:

- Make feedback processes accessible to people with disabilities by providing, or arranging to provide, accessible formats and communications supports, upon request.
- Notify the public about the availability of these accessible formats.
- Provide or arrange to provide, upon request, accessible formats and communication supports in a timely manner and at no additional cost to a person with a disability. The College will take into account the person's accessibility needs when addressing the request.
- Provide public emergency procedures, plans, and public safety information in an accessible format or with appropriate communication supports as soon as practicable, upon request.
- Ensure that new web content conforms to the Web Content Accessibility Guidelines (WCAG) 2.0 at Level AA. Web content includes any information that resides on an extranet or intranet web site.
- Provide training materials and learning resources in accessible formats that take into account the needs of students with disabilities.
- Make student records and program information available in accessible formats, upon request, such as course requirements, descriptions, and availability.
- Provide accessibility awareness training related to accessible program or course delivery and instruction to faculty and instructors. The College will keep a record of the training provided,

including the dates on which the training was provided, and the number of individuals to whom it was provided.

- Ensure that libraries within the College will provide accessible or conversion-ready materials within its collections for individuals with disabilities, upon request. These may include print materials, digital or multimedia resources, or specific materials for a person with a disability.

Accessible Employment

As per the IASR 2011, Fleming College is committed to ensuring its employment practices are accessible. Specifically, the College will:

- Notify all applicants that accommodations are available throughout the recruitment process and provide suitable accommodations upon request.
- Ensure that prospective employees requiring accommodation will be assessed against the essential duties of the job.
- Notify employees of the policies supporting employees with disabilities and provide information on these policies to new employees upon hire.
- Provide accessible formats and communications supports for job or workplace information upon request.
- Provide accessible workplace emergency response information to all employees and individualized emergency response plans for employees who self-identify as having a disability and who request such a plan, as soon as practicable.
- Provide information to persons designated to provide emergency assistance upon consent of the employee with the disability.
- Review individualized workplace emergency response information annually, or as required.
- Ensure there is a formal, documented return-to-work procedure.
- Ensure there are formal, written procedures for documented individual accommodation plans.
- Implement early and safe return-to-work strategies with care and commitment to support the employee's well-being and ability to handle the essential responsibilities of the position.
- Include accessibility considerations in performance management, career development and advancement, and redeployment processes.

Accessible Transportation

As per the IASR 2011, the College is committed to continually ensuring its transportation services and contracted services are accessible to both employees and students. In order to ensure that employees and students with disabilities can participate in any curricular or extra-curricular activity organized by the College, accessible transportation will be provided to upon request.

Built Environment

Fleming College is committed to incorporating barrier-free principles in the construction of new facilities and during the renovation of existing structures. The College will adhere to the principles of respect for dignity, individualized accommodation, integration and full participation as outlined under the Ontario Human Rights Code.

The College will incorporate barrier-free principles in all renovations to existing buildings taking into consideration the constraints of the existing structures. Where it is not possible to incorporate barrier-free design principles, comparable alternative accommodations will be arranged.

Appendix C to Operating Procedure 3-341 OP: *Use of Service Animals*

Introduction

Persons with disabilities who rely on the service of a guide dog or other service animal are welcome to bring such animals with them to the College in order to access the goods and services provided. The College shall ensure that people with disabilities who use a service animal or support person are permitted to bring that service animal or support person with them when accessing academic services and/or events at the College.

The only exception to this practice is where such animals are prohibited by law.

Definitions

Service Animal: A service animal is any animal trained to do work or perform tasks for the benefit of a person with a disability. Service animals include guide dogs and signal dogs. Examples of the kinds of tasks performed by service animals include guiding persons with vision impairments, alerting individuals with hearing impairments to sounds or intruders or dangers, pulling a wheelchair, retrieving dropped items etc. Service animals are not pets. Service animals may or may not wear specialized equipment such as a harness, backpack or special collar. They may or may not be certified or licensed as service animals.

Emotional Support or Therapy Animal: An emotional support or therapy animal is one that provides its owner with companionship and emotional support. These animals are not service animals and do not have the same public access rights a service animal has.

Partner: The person with a disability who uses a service animal to provide assistance with daily tasks.

Procedural Guidelines

1. Creating an Inclusive Environment for Individuals Who Use Service Animals

Students using service animals should have access to any space on campus that other students have access to. Employees using service animals should have access to any space on campus that other employees have access to. Members of the public/visitors using service animals should have access to any space on campus that other members of the public/visitors have access to.

Remember that service animals are working and as such should be left alone to do their work. This includes:

- maintain a respectful distance from the partner and the animal;
- do not touch the animal without asking permission from its partner;
- do not feed the animal;

Interact with the person using the service animal the way you would anyone else. Do not ignore or isolate them from activities and interactions that others are engaged in.

2. Care and Management of Service Animals

The partner is responsible for all management and care of the service animal, in accordance with the following:

- Service animals must be accompanied by their partners at all times. The exception to this is when the partner is in a location that prohibits animals. At such times, the animal must be crated nearby.

- Service animals must be under the control of its partner at all times and compliant with any commands made by them.
- The service animal must be on a harness or leash or crated at all times. If the service animal must be left alone, the partner must secure the animal in an appropriately-sized, well-ventilated crate.
- Any aggressive behaviour (e.g., barking, growling, biting) exhibited by a service animal will not be tolerated.
- The service animal should not engage in disruptive behaviours (e.g., grooming, interacting with others, interfering with the personal items of others) and should not block aisles, passageways or emergency exits.
- The service animal must be housetrained.
- The partner must ensure the service animal's needs are met (food, water, grooming, exercise breaks) and is responsible for cleaning up waste left by the animal immediately.

3. Program-Specific Procedures

Certain programs (e.g. Culinary, Nursing) may require additional procedures to meet the health and safety requirements for the operation of their learning spaces, such as labs and simulation spaces.

4. Conflicting/Competing Disability Accommodations

If a student has a medical condition that is impacted by the presence of a service animal, they should meet with a counsellor to discuss their accommodation needs. They will be required to provide their counsellor with documentation completed by their healthcare professional which describes their accommodation needs. The counsellor will facilitate an appropriate solution in consultation with the student's Dean and the Human Rights Officer.

If an employee has a medical condition that is impacted by the presence of a service animal, they should meet with their supervisor to discuss their accommodation needs. They will be required to provide their supervisor with documentation completed by their healthcare professional which describes their accommodation needs. The supervisor will facilitate an appropriate solution in consultation with the Human Rights Officer.

5. Verifying Service Animals as Appropriate Accommodations

In some cases the person using a service animal will have a disability that makes it obvious that they need the service animal, for example a visually impaired person with a guide dog. In cases such as these, it may not be appropriate to ask the person to verify their need for a service animal.

In other cases the disability may be known but the person's need for accommodation or the manner in which the service animal is meeting that need may not be apparent. In these cases, the individual should only be asked for information that is necessary to evaluate the disability-related need for the accommodation. For example, if the person has a clear mobility impairment and they want to have an assistance dog, it may be appropriate to ask for supporting documentation or demonstration of the disability related need for the animal. However, if your role at the College is not to determine disability accommodations, you should refer the person to a counsellor (for students) or their supervisor (for employees) or the Human Rights Officer (for campus visitors).

When the College requires written verification of disability status or disability related need, such documentation must be written by a qualified medical professional or other qualified third party who, in their professional capacity has knowledge about the person's disability and the need for reasonable accommodation.

When requested, documentation for students or employees with a disability who use a service animal should include the following:

- name and credentials of professional or evaluator;
- description of the current relevant functional limitations;
- specific tasks the service animal will perform to meet the accommodation needs of the individual or assist with the functional limitations.

6. Use of Therapy or Emotional Support Animals

As mentioned in the definitions, emotional support animals do not have the same legislated public access rights that service animals have. However, that does not preclude the possibility that an emotional support animal may in some circumstances be an appropriate option for accommodation for a person with a disability.

If a student would like to request the accommodation of a therapy animal, they must discuss their accommodation needs with their counsellor and provide disability-related documentation from a qualified healthcare professional. If an employee would like to request the accommodation of a therapy animal, they must discuss their accommodation needs according to the College's Return to Work and Medical/Disability Accommodation procedures available at <https://department.flemingcollege.ca/hr/working-at-fleming/administrative-hr-practices-and-protocols/>

7. Dispute Resolution Process

In the event of a disagreement about an accommodation, service quality, or an animal exclusion, a student should confer with their counsellor. If the matter is not resolved, the student may consult with the Director of Counselling & Accessible Education Services. An employee with a similar disagreement should follow the dispute resolution protocols in the Return To Work and Medical / Disability Accommodation procedures or consult with the Human Rights Officer. For matters not resolved at that level, the employee may choose to pursue a complaint under the College's Harassment and Discrimination complaint procedures available at <https://department.flemingcollege.ca/hr/working-at-fleming/policies-and-procedures/>

A visitor with a disagreement should consult with the Human Rights Officer. For matters not resolved at that level, the visitor may choose to pursue a complaint under the College's Harassment and Discrimination complaint procedures available at <https://department.flemingcollege.ca/hr/working-at-fleming/policies-and-procedures/>

COLLEGE POLICY: Cannabis Possession and Use

Policy ID:	#4-429
Manual Classification:	Section 4 – Finance and Administration
Approved by Board of Governors:	<i>Original:</i> September 26, 2018
Revision Date(s):	November 28, 2018
Effective Date:	Current
Next Policy Review Date:	2019
Administrative Contact for Policy Interpretation:	Manager – Security, Parking & Emergency Management
Linked to an Operating Procedure:	OP #4-429, <i>Cannabis Possession and Use</i>

Policy Statement

The smoking, inhalation, vaping, ingestion, growing and delivery of cannabis or cannabis products is prohibited:

1. Inside all College buildings, including residences.
2. Inside any vehicle stopped, parked or in motion on College Property.
3. On all College Property including but not limited to parking lots, trails and pathways.

The possession of cannabis and cannabis products, in quantities approved under legislation, is permitted on College Property, provided that the cannabis or cannabis products are for personal use and not for the purpose of sale or other distribution with or without payment.

The possession of cannabis and cannabis products in the Residence Buildings are subject to the conditions of this policy as well as those of the Residence Agreement. Where this Policy and the Residence Agreement are in conflict the Residence Agreement shall take precedence.

The possession and use of medical cannabis on campus is permitted subject to the conditions established in this policy and the associated Operating Procedure.

Purpose

Provide a clear set of campus guidelines, sanctions and an appeal process for the possession and use of cannabis and cannabis products that are consistent with the College's commitment to creating a healthy and safe environment for all employees, students and visitors.

Scope

This policy applies to all employees, students, contractors and visitors to all Fleming College campuses.

Definitions/Acronyms

Cannabis: for the purpose of this Policy, the definition of cannabis shall be the same as the definition contained in the Cannabis Act.

Cannabis Product: includes edibles that contain cannabis and any other substance or mixture of substances that contains cannabis

General Principles

As a postsecondary institution and employer, Fleming College has a legal obligation to provide a safe and healthy environment for our community members to study, work and live.

The physical effects caused by the consumption of cannabis or cannabis products is not conducive to postsecondary teaching and learning and poses serious safety risks in our experiential learning labs and while operating a variety of equipment.

Individuals who appear to be under the influence of or otherwise impaired in a manner that may compromise safety or learning may be removed from class or their workplace. Individuals who appear to be impaired in a manner that may compromise safety or learning due to recreational cannabis use may be subject to disciplinary action at the discretion of the College.

In addition to the enforcement of this Policy, an education program related to the safe use of cannabis will be implemented with a focus on harm reduction. This education program will include visual media, social media, online resources and face-to-face education where appropriate.

Related Documents

- Administrative Operating Procedure OP 4-429, *Cannabis Possession and Use*
- Criminal Code of Canada
- Controlled Drugs & Substances Act (Canada)
- Cannabis Act 2017 (Ontario)
- Cannabis Act (Canada)
- Applicable Municipal By-laws

Appendices

N/A

Review/Revision Log

Summary of Changes	Date
New policy established (Resolution BoG Sept26-2018 #2)	2018
Minor language edits for clarity (Resolution BoG Nov28-2018 #1)	November 2018

ADMINISTRATIVE OPERATING PROCEDURE: Cannabis Possession and Use

Procedure ID:	OP #4-429
Approved by Senior Management Team:	<i>Original:</i> September 18, 2018
Revision Date(s):	November 13, 2018
Effective Date:	September 27, 2018
Next Review Date:	2019
Monitoring Responsibility:	Campus Security; Manager – Security, Parking & Emergency Management
Linked to a College Policy:	#4-429, <i>Cannabis Possession and Use</i>

Policy Statement

The smoking, inhalation, vaping, ingestion, growing and delivery of cannabis or cannabis products is prohibited:

1. Inside all College buildings, including residences.
2. Inside any vehicle stopped, parked or in motion on College Property.
3. On all College Property including but not limited to parking lots, trails and pathways.

The possession of cannabis and cannabis products, in quantities approved under legislation, is permitted on College Property, provided that the cannabis or cannabis products are for personal use and not for the purpose of sale or other distribution with or without payment.

The possession of cannabis and cannabis products in the Residence Buildings are subject to the conditions of this policy as well as those of the Residence Agreement. Where this policy and the Residence Agreement are in conflict the Residence Agreement shall take precedence.

The possession and use of medical cannabis on campus is permitted subject to the conditions established in Appendix A of this Operating Procedure.

Definitions/Acronyms

Cannabis: for the purpose of this policy the definition of cannabis shall be the same as the definition contained in the Cannabis Act.

Cannabis Product: includes edibles that contain cannabis and any other substance or mixture of substances that contains cannabis.

Reasonable Accommodation: Those accommodations which do not impose undue hardship on the College. Examples of undue hardship may include but are not limited to significant alteration to the fundamental nature of the learning outcomes and/or the academic standards of a program or course; significant alteration to a work process that would disadvantage other employees; substantial economic hardship to a College program or department that would affect its economic viability; significant adverse impact on learning opportunities for other students; the health and safety of other students or employees and/or safety hazards to other persons or property; or significant disruption of College operations. What is reasonable must be determined objectively on a case-by-case basis, based on all the circumstances of the case. Where there is more than one reasonable approach to accommodation, the College reserves the right to choose the approach that is best suited to its operational and academic requirements.

Operating Procedure

1.0 Enforcement

- 1.1 Campus Security has primary responsibility for the enforcement of the Cannabis Possession and Use Policy.
- 1.2 Campus Security will take the following action with individuals they find in violation:
 - a. Inform the violator of the College Policy or Residence Agreement.
 - b. Request the person cease the prohibited behaviour.
 - c. Verify if the person will be operating a motor vehicle.
 - d. Request identification for the purpose of documentation.
 - e. Complete a report regarding the violation for follow-up action.
- 1.3 Once identified as being in violation of this policy, students, employees, visitors and contractors are subject to such sanctions as determined by Administration.
- 1.4 Persons that refuse to provide identification to Campus Security shall be deemed to be trespassers and shall be dealt with accordingly.

2.0 Violation Management

- 2.1 All violations will be documented and kept on file by Campus Security and forwarded to the appropriate school, department or administrators as required.
- 2.2 Employees found in violation of this policy or operating procedure shall be subject to the following actions:

1 st Offence	Written Warning	Issued by Campus Security
2 nd Offence	Supervisor	Incident report forward to immediate supervisor
3 rd Offence	Executive	Incident report forwarded to Executive leader

- 2.3 Students found in violation of this policy or operating procedure shall be subject to the following actions:

1 st Offence	Written Warning	Issued by Campus Security
2 nd Offence	\$50.00 Penalty Fee	Billed to Student Account
3 rd Offence	Refer to SR&R	Student Rights & Responsibilities complaint

- 2.4 Visitors or contractors found in violation of this policy or operating procedure shall be subject to the following actions:

1 st Offence	Verbal/Written Warning	Issued by Campus Security
2 nd Offence	Trespass Notice	Issued by Campus Security

3.0 Appealing a Violation

- 3.1 Appeals will only be considered if they meet the appropriate grounds for an appeal. The College will only consider an appeal based on the following grounds:
 - a) Personal Bias / Unfair Treatment: Perceived unfair treatment based on not following the process as outlined in this policy. Perceived unfair treatment based on the sanction not fitting or appropriate based on the policy violation.

- b) New information / Extenuating Circumstances: If the complainant or respondent has new information, or documentation of extenuating circumstances that was not available at the time the sanction was issued.

3.2 Appeals must be submitted in writing (email acceptable) to the Manager, Security, Parking & Emergency Management within 10 business days of the sanction being issued.

3.3 An appeal not made within the time limit will not be heard unless there are, in the opinion of the Manager, Security, Parking & Emergency Management, exceptional circumstances.

3.4 The decision of the Manager, Security, Parking & Emergency Management is final.

4.0 Education & Harm Reduction

4.1 Student Services has primary responsibility for the creation, distribution and delivery of education about safe cannabis use to students.

4.2 Human Resources has primary responsibility for the creation, distribution and delivery of education about safe cannabis use to employees.

4.3 Education programs related to the safe use of cannabis will focus on harm reduction. Educational programs will include visual media, social media, online resources and face to face education where appropriate.

Related Documents

- Criminal Code of Canada
- Controlled Drugs & Substances Act (Canada)
- Cannabis Act 2017 (Ontario)
- Cannabis Act (Canada)
- Applicable Municipal By-laws
- College Policy #4-429, *Cannabis Possession and Use*

Appendices

- Appendix A: *Medical Use of Cannabis*

Review / Revision Log

Summary of Changes	Date
• New procedure established	2018
• Addition of violation management for visitors/contractors (Section 2.4) and revised medical use of cannabis section (Appendix A)	SMT November 13, 2018

Medical Use of Cannabis

Introduction

The College affirms the rights of all persons, including those with disabilities, to have access to equal opportunity in employment, education, accommodation or business dealings with the College and will make efforts to provide reasonable accommodations to those who may request them, including for accommodations related to medical cannabis.

Consumption of Cannabis for Medical Purposes

By law, you cannot smoke or vape cannabis in a number of places, including the following that are applicable to the College:

- indoor common areas (i.e. university/college residences)
- enclosed public places and enclosed workplaces
- in publicly-owned sports fields, nearby spectator areas and public areas within 20m of these areas.

By law, you cannot consume cannabis (smoking, vaping, eating) in a vehicle or boat that is being driven or is at risk of being put into motion.

Where an individual is required to consume cannabis for a medical purpose related to a disability, and as long as it does not interfere with the safe and effective working and learning environment at the College, an individual may:

- consume edible cannabis on College property
- smoke or vape cannabis outdoors, provided they are:
 - 9 metres from any College building
 - Not in proximity of any door, window or air intake
 - Not in close proximity to others.

Individuals with a medical cannabis prescription must carry their documentation with them while on campus and produce it upon request to Security staff.

Residences (Students)

Students who are living in or visiting a Fleming College Residence and are requesting medical cannabis accommodations, must make their request to the appropriate Residence Manager.

Academic Accommodations (Students)

Students who are enrolled in programs or courses that are safety-sensitive must speak with Accessible Education Services in regard to how their consumption of medical cannabis may affect the safe and effective learning environment. Accessible Education Services will work with Program Coordinators and Health Services as appropriate.

Employees Requiring Accommodations

Requests for accommodation related to medicinal cannabis for employees will be reviewed in accordance with the College's Return to Work and Medical / Disability Accommodation Policy and the

Return to Work / Medical Accommodation Procedure. Disputes arising will be addressed according to that procedure. Employees may contact their Union representative for support if they have one.

Requesting Additional Medical Cannabis Accommodations / Making a Complaint

Individuals requesting additional medical cannabis accommodations beyond what is outlined in this procedure have a responsibility to communicate their needs in adequate detail and sufficiently in advance of their actual need for accommodation to enable the College to give reasonable consideration to their request. Requests will be considered on a case-by-case basis.

Individuals requesting accommodation are also responsible for cooperating in the consultation process which will enable the College to conduct appropriate due diligence in responding to their request. This will involve the individual requesting accommodation providing appropriate documentation to support their request which demonstrates an approved medical need.

Individuals who feel their accommodation needs are not met by the processes outlined in this procedure may choose to pursue a resolution or complaint under the College's Harassment and Discrimination Prevention Policy complaint procedures.

Safety and Impairment

In all cases medical cannabis accommodation requests will be considered with a view to evaluating whether and, if so, to what degree to which they affect the safe and effective working and learning environment at the College. This consideration will include but is not limited to:

- where the use of a prescription substance such as medical cannabis by the individual may result in an unsafe working or learning environment and/or where the individual may cause risk to themselves or others, or cause damage to College property
- the direct exposure of others to chemicals contained within the by-products of the combustion of medical cannabis such as second-hand smoke
- where an employee works in a role which requires that they exercise judgment or provide consistent customer service, and their capacity to do so will be impaired as a result of ingestion of medical cannabis
- where the use of or possession of medical cannabis is otherwise prohibited by program requirements including where the individual may be required to drive or operate hazardous or potentially hazardous equipment

Individuals who appear to be under the influence of medical cannabis or otherwise impaired in a manner that may compromise safety or learning may be removed from their class or their workplace. The College will provide assistance to these individuals as appropriate and will support them in making a request for accommodation as outlined above.

POLICY MANUAL

SIR SANDFORD FLEMING COLLEGE

POLICY NO. 4-418	APPROVED BY: BOARD OF GOVERNORS
PAGE 1 OF	SUPERSEDES: NEW
DATE APPROVED: January 9, 2002	
SUBJECT: Environmental Policy	

Sir Sandford Fleming College will strive to be an environmental leader, recognized nationally and internationally for modelling environmentally progressive approaches to the design and operation of its buildings, and the stewardship of College lands and resources. The College will ensure that the curriculum is integrated with the operation of the buildings and care of lands, thus providing learning opportunities as well as continuous enhancement of the environmental program

Procedures:

In addition to complying with all legislated requirements, Sir Sandford Fleming College will:

- Establish an Environmental Management System modelled similar to ISO 14001
 - detailing organizational responsibilities and college commitment.
- Processes required under ISO 14001 include:
 - Establishment of the EMS
 - Development of a policy meeting stipulated criteria

- Identification of legal requirements
- Setting of objectives for those with environmental accountability.
- Organizational structure identifying environmental roles and responsibilities
- Training , communication and documentation
- Monitoring, measurement, and corrective action procedures
- Regular review by senior management.

- Annually review the College Master Energy Plan endorsed by Natural Resources Canada to address continuous improvement of energy efficiency, and to reduce harmful emissions.
- Design new buildings which will exceed Energy Code standards and which will promote a sustainable, healthy and productive workplace. Continuously improve existing facilities to increase efficiencies as well as occupant comfort.
- Purchase products and services which are environmentally friendly, ensuring that tendering practices reflect the goal of minimizing the overall College impact on the natural environment.
- Continuously review operational practices and procedures in key areas such as recycling, hazardous waste management, property maintenance, cleaning operations, disposal of assets, water and air quality management, and environmental remediation.
- Encourage the participation of students in environment related curriculum, by providing assistance required for assignments, and incorporating feedback from them regarding improvement of college environmental practices.
- Through educational programs and partnerships, promote and demonstrate the importance of sound environmental practices that contribute to a sustainable community and to the achievement of global objectives. The College will encourage the public to visit facilities, which showcase alternative energy systems and provide an educational experience.
- Ensure that the policies are publicly available through web services, that appropriate training is provided, and that procedures are communicated effectively to staff.

The responsibility for the Environmental Policy resides with the Vice-President, Finance and Facilities.

Organizational Responsibilities

President and Board of Governors

Environmental Policy

Leadership; National participation

Board of Governors: Responsibilities as Director

Vice-President, Finance and Administration

Leadership

Objectives

Risk management

Director, College Facilities and Manager, Frost Facilities

Procedures
Recycling; Hazardous Waste;
Furnishings & finishes;
Grounds care & products
Energy management & conservation
Air and Water quality
Building specifications
Training and supervision
Legislated requirement

Director of Purchasing

Purchasing standards
Tendering
Construction project management
Ancillary operations

Sodexo Corporation

Cleaning products
Recycling program
Waste management

Steering Committee

C.I.O, Executive Leaders Team
Faculty Environmental Specialist, Sutherland Campus
Vice President, Human and Organizational Development,
Executive Leaders Team
Director, College Facilities
Faculty, Environment Specialist, Haliburton Campus
Principal and Environment Specialist, Frost campus
Manager, Frost Campus Facilities

The Steering group shall:

Recommend policy and initiatives
Monitor progress of Environment Management System

Campus Operational Groups

Campus leader or designate
Health and Safety representative
Program Curriculum representative

Student representative
Facilities Manager

The Operational Groups shall:

Identify issues
Make Recommendations
Advocate for continuous improvement

Updated February 15, 2007.

POLICY MANUAL

POLICY NO. 4-407	
PAGE NO. 1 of 1	APPROVED BY: BOARD OF GOVERNORS
DATE APPROVED: September 1, 1999	SUPERSEDES: June 14, 1995
SUBJECT: FIREARMS	

Firearms or ammunition are not permitted in any building or property of the College at any time unless:

- a) the firearm or ammunition is in the possession of a peace officer or certified firearm safety examiner.
 - b) the firearm or ammunition is owned by the college for specific educational purposes such as the "Practical Firearms Training Course". Such firearm or ammunition are the responsibility of the appropriate legally qualified (FAC) professor and are subject to the legal requirements for safe handling and storage.
 - c) stored in a vehicle in accordance to the regulations made under the Criminal Code Part III section 116 (1)
- or.
- d) prior written authorization has been obtained from the designated school representative in accordance with procedure 4-407.

NOTE: Definition of "firearm" as described in the Criminal Code and Fish and Wildlife Conservation Act. (FWCA - extends definition to include an air gun, pellet gun, bow or crossbow)

Firearms Procedure 4-407

Updated March 2006

1 Students requesting authorization to bring firearms or ammunition into the buildings must obtain authorization forms from the Law Enforcement Coordinator or designated school representative. The reason for the request must be specified along with the date and time the permit is requested for. This form must be signed by the professor whose class the firearm or ammunition is to be taken into at least 24 hours in advance. The permit must be carried by the person in possession of the firearm or ammunition and presented to the designated school representative upon entry and departure.

The firearm must be unloaded, trigger locked, encased and the authorization symbol must be prominently displayed.

2 If the firearm or ammunition is on the property before it is needed, or after it is needed, it is to be stored in accordance to the regulations made under the Criminal Code. The storage location must be authorized in the permit referred to in article 1.0.

3 The professor authorizing the permit is responsible for the safe handling of the firearm or ammunition in the classroom.

Note : The above procedure is for rare circumstances only and will not be promoted or encouraged

In the event of an academic strike, the firearms and/or ammunition will remain on the college site, securely locked in the NR Law building. Local police are to be advised of this situation.

It is the responsibility of the Vice President, Finance and Administration or designate with appropriate certification to ensure that these procedures are properly enforced, drawing authority from the Board policy on "Firearms", 4-407 approved September 1, 1999.

COLLEGE POLICY

Harassment and Discrimination Prevention	
Policy ID:	#3-311
Manual Classification:	Section 3 – Human Resources
Approved by Board of Governors:	<i>Original:</i> June 26, 2013
Revision Date(s):	June 24, 2015; December 14, 2016
Effective Date:	Replaces June 2015
Next Review Date:	June 2017
Administrative Contact for Policy Interpretation:	Vice-President Human Resources and Student Services
Linked to Operating Procedure:	#3-311OP <i>Harassment and Discrimination Prevention</i>

Policy Statement

Fleming College is committed to fostering a working and learning environment that is free from harassment and discrimination and one where all individuals are treated with respect and dignity.

The College acknowledges that groups/individuals covered under this policy have a right to full participation in employment and the receipt of education and related services and confirms that it is committed to the goal of eliminating discriminatory barriers where and if they exist.

Purpose

This policy will confirm Fleming College's commitment to fostering a diverse and inclusive working and learning environment that is free from all forms of harassment, discrimination and bullying as enshrined in the Ontario Human Rights Code (OHRC), the Accessibility for Ontarians with Disabilities Act 2005 (AODA) and its related Standards/Regulations, the Pay Equity Act, the Employment Standards Act, 2000 (ESA), the Occupational Health & Safety Act (OHSA), and the Charter of Rights and Freedoms.

Reporting mechanisms for incidents of workplace harassment are contained in Appendix C of Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*.

Scope

It is the responsibility of all members of the College community to uphold the principles of this policy. Detailed responsibilities for members of the College community are described in Appendix B of the Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*.

This policy and complaint procedures will apply in cases concerning students, staff, faculty, contractors and third party service providers as well as governors, volunteers or visitors of Fleming College:

1. occurring within or affecting people or property within the physical boundaries of the College;
2. occurring on or affecting College owned or controlled property, including student residences;
3. occurring with the use of computer and telephone systems, and College and private vehicles being used for college business or for travelling between work and study locations;
4. at a College-sponsored event;
5. occurring off-campus which are likely to have an impact on the working and/or learning environment at the College

Incidents occurring off campus which have no or little likelihood of any impact on the working/learning environment at the College would be pursued by individuals through the regular external processes.

Complaints by students regarding harassment or discrimination on the basis of any prohibited ground under the Ontario Human Rights Code may be addressed within this policy. Students who wish to make complaints regarding bullying against other students that is not on the basis of any prohibited ground are referred to College Policy #5-506, *Student Rights and Responsibilities* for investigation and resolution.

Allegations related to sexual assault and/or sexual violence will be addressed in accordance with College Policy #3-343, *Sexual Violence Prevention*. Sexual assault and sexual violence are violations of both College Policy #3-311, *Harassment and Discrimination Prevention* and College Policy #4-420, *Violence Prevention*.

Issues related to other violent or threatening behaviour are addressed through College Policy #4-420, *Violence Prevention*.

Definitions

Workplace Harassment: Under the Ontario Occupational Health & Safety Act, Workplace Harassment means

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- b) Workplace Sexual Harassment.

Within this policy, this definition will include any form of harassment, bullying, or psychological harassment including harassment on any protected ground in human rights legislation.

Workplace Sexual Harassment: Under the Ontario Occupational Health & Safety Act, Workplace Harassment means

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;

Subsection 1 (4): A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

Prohibited Grounds of Discrimination: The Ontario Human Rights Code prohibits discrimination or harassment in employment based upon citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed (religion), sex (including pregnancy), sexual orientation, marital status, family status, record of offenses, gender identity and gender expression.

College-Sponsored Event: For the purposes of this policy, the words "College-sponsored event" shall be broadly construed and will include events sponsored by the Student Administrative Council (Sutherland), the Student Association (Frost), and other bodies affiliated with the College.

Further definitions and examples are contained in Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*.

General Principles

1. The College recognizes that achieving equity in employment and education requires institutional support, pro-active educational programming, effective complaints procedures, co-operation from every member of the College community, and informed leadership at every level of the institution.

2. Management staff at all levels have a legal obligation to act expeditiously upon information concerning incidents of workplace harassment and discrimination.
3. The College recognizes its obligation to ensure that this policy and the procedures are fair and applied fairly. Both complainants and respondent are to be treated fairly and given equal opportunity to present their version of events, while preserving the dignity, privacy and self-respect of all persons involved.
4. Action(s) or behaviour(s) which are consistent with or permitted by the Ontario Human Rights Code shall not constitute discrimination for the purposes of this policy.
5. A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.
6. The College has a high regard for and will strive to ensure confidentiality as a top priority throughout complaint processes subject to disclosure obligations required by law.
7. Because the intent of these procedures is educational and preventative rather than punitive, the investigative process may stop at any step.

Related Documents

This Policy may at times contain references to the following policies and legislation:

- The Canadian Charter of Rights and Freedoms
- The Criminal Code of Canada
- Ontario Human Rights Code, R.S.O. 1990
- Ontario Human Rights Commission Policy on Competing Human Rights
- Ontario Human Rights Commission Policy on Preventing Sexual and Gender-Based Harassment
- Ontario Occupational Health and Safety Act, R.S.O. 1990
- Ontario Ministry of Labour Code of Practice to Address Workplace Harassment Under Ontario's Occupational Health and Safety Act
- The Accessibility for Ontarians with Disabilities Act, 2005 and its related Standards and Regulations
- Ontario Employment Standards Act, 2000
- Ontario Pay Equity Act, R.S.O. 1997
- Academic Employees Collective Agreement
- Support Staff Collective Agreement
- College Policy #3-343, *Sexual Violence Prevention*
- Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention*
- College Policy #4-412, *Safety*
- College Policy #4-420, *Violence Prevention*
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*
- College Policy #5-506, *Student Rights and Responsibilities*
- Administrative Operating Procedure #5-506 OP, *Student Rights and responsibilities*

Appendices

N/A

History of Amendments/Reviews:

Section(s)	Date	Comments
Full document review	February 1998	<ul style="list-style-type: none">• Board approval of Policy entitled <i>Harassment/Discrimination Prevention</i> (Resolution BoG Feb 4-1998 #1)
Full document review	March 2009	Revised to reflect changes in legislation <ul style="list-style-type: none">• Board approval of policy (Resolution BoG March 25-2009 #3)
Full document review; new title	June 2010	<ul style="list-style-type: none">• Board approval of policy entitled <i>Respectful Working and Learning Environment</i> (Resolution BoG June 23-2010 #2)
Full policy review	June 2013	Revised and renamed <i>Harassment and Discrimination Prevention</i> <ul style="list-style-type: none">• Board approval of policy (Resolution BoG June26-2013 #5)
Full policy review; new format	May 2015	Updates as a result of new policy developed for Sexual Assault/Sexual Violence; reviewed by Executive Leaders Team <ul style="list-style-type: none">• Board approval of policy (Resolution BoG June24-2015 #2)
Regular review process	June 2016	Minor edits for clarity and to reflect legislative requirements <ul style="list-style-type: none">• Board approval of policy (Resolution BoG Dec14-2016 #1)

ADMINISTRATIVE OPERATING PROCEDURE

Harassment and Discrimination Prevention	
Procedure ID:	#3-311 OP
Approved by Executive Leaders Team:	<i>Original:</i> June 2015
Revision Date(s):	November 2016
Effective Date:	Replaces June 2015
Next Review Date:	2017
Monitoring Responsibility:	Human Resources Consultant/Human Rights Officer
Linked to a College Policy:	#3-311 <i>Harassment and Discrimination Prevention</i>

Policy Statement

Fleming College is committed to fostering a working and learning environment that is free from harassment and discrimination and one where all individuals are treated with respect and dignity.

The College acknowledges that groups/individuals covered under this policy have a right to full participation in employment and the receipt of education and related services and confirms that it is committed to the goal of eliminating discriminatory barriers where and if they exist.

Definitions/Acronyms

Workplace Harassment: Under the Ontario Occupational Health & Safety Act, Workplace Harassment means,

- a) Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- b) Workplace Sexual Harassment;

Within this policy, this definition will include any form of harassment, bullying, or psychological harassment including harassment on any protected ground in human rights legislation.

Workplace Sexual Harassment: Under the Ontario Occupational Health & Safety Act, Workplace Harassment means,

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;

Subsection 1 (4) A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

Additionally, the Ontario Human Rights Code states:

**Sexual harassment
Harassment because of sex in workplaces**

(2) Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or

her employer or agent of the employer or by another employee. R.S.O. 1990, c. H.19, s. 7 (2); 2012, c. 7, s. 6 (2).

Sexual solicitation by a person in position to confer benefit, etc.

(3) Every person has a right to be free from,

- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. R.S.O. 1990, c. H.19, s. 7 (3).

Prohibited Grounds of Discrimination: The Ontario Human Rights Code prohibits discrimination or harassment in employment based upon citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed (religion), sex (including pregnancy), sexual orientation, marital status, family status, record of offenses, gender identity and gender expression.

College-Sponsored Event: For the purposes of this policy, the words "College-sponsored event" shall be broadly construed and will include events sponsored by the Student Administrative Council (Sutherland), the Student Association (Frost), and other bodies affiliated with the College.

Further definitions and examples are contained in Appendix A.

Operating Procedure

Complaints

An investigation will be conducted into incidents and complaints of workplace harassment, (including sexual harassment), discrimination, or harassment that is appropriate in the circumstances. Such complaints will be investigated according to the procedures described in Appendix C.

The complaint process in Appendix C will be used to investigate complaints against or involving employees under College Policy #3-343, *Sexual Violence Prevention*.

Program Awareness of the Policy and this Procedure

The College will ensure awareness of the Policy and this Procedure by:

1. Making both documents available to any existing and new member of the College. Both documents will be posted on the Human Resources website. Alternative formats will be made available upon request to the Human Rights Officer.
2. Providing information and instruction to all employees, ensuring those persons with managing, supervising, and leadership responsibilities are aware of their obligations under the policy and are able to implement its requirements. This training will discuss recognizing what constitutes workplace harassment and discrimination, the resolution process, complaint procedures and mechanisms available under the policy.

3. Reviewing the training program to ensure that it adequately implements the Policy. This will be done at least annually or when any gaps or deficiencies are identified as a result of an investigation and will be maintained in consultation with the JH&SC.

Related Documents

This procedure may at times contain references to the following policies and legislation:

- The Canadian Charter of Rights and Freedoms
- The Criminal Code of Canada
- Ontario Human Rights Code, R.S.O. 1990
- Ontario Human Rights Commission Policy on Competing Human Rights
- Ontario Human Rights Commission Policy on Preventing Sexual and Gender-Based Harassment
- Ontario Occupational Health & Safety Act, R.S.O. 1990
- Ontario Ministry of Labour Code of Practice to Address Workplace Harassment Under Ontario's Occupational Health and Safety Act
- The Accessibility for Ontarians with Disabilities Act, 2005 and its related Standards & Regulations
- Ontario Employment Standards Act, 2000
- Ontario Pay Equity Act, R.S.O. 1997
- Academic Employees Collective Agreement
- Support Staff Collective Agreement
- College Policy#6-601, *Information and Communications Technology Appropriate Use Policy*
- College Policy #3-343, *Sexual Violence Prevention*
- Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention*
- College Policy #4-412, *Safety*
- College Policy #4-420, *Violence Prevention*
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*
- College Policy #5-506, *Student Rights and Responsibilities*
- Administrative Operating Procedure #5-506, *Student Rights and Responsibilities*

Appendices

Appendix A: *Further Definitions and Examples*

Appendix B: *Additional Related Information*

Appendix C: *Complaint Reporting and Resolution Process*

Appendix D: *Academic Contact Information for Students*

Appendix E: *Investigating / Resolving Complaints Made Against the President / Board of Governors*

History of Amendments/Reviews:

Section(s)	Date	Comments
Full review	June 2015	New format, updated language • ELT approval of operating procedure (June 2, 2015)
Full review	August – October 2016	• ELT approval of operating procedure (November 15, 2016)

Appendix A to Operating Procedure 3-311 OP: *Further Definitions and Examples*

Definitions and Examples

No policy can provide a full description and definition of every behaviour that falls within the meaning of workplace harassment, sexual harassment, and discrimination. This policy encompasses harassment and discrimination based upon every prohibited ground under the OHRC as well as non-human rights definitions of harassment and bullying as outlined in the OHSA (Bills 168 and 132) and the collective agreements for both academic and support staff employees

Complaints by students regarding harassment or discrimination on the basis of any prohibited ground under the Ontario Human Rights Code may be addressed within this policy. Students who wish to make complaints regarding bullying against other students that is not on the basis of any prohibited ground are referred to the Student Rights and Responsibilities Policy (# 5-506) for investigation and resolution.

Workplace Harassment, as defined within the Policy, includes the following terms:

1. **Bullying (Harassment):** refers to any vexatious behavior that is known, or ought reasonably to be known, to be unwelcome and that:
 - Adversely affects an employee's dignity, or psychological or physical integrity by making them feel threatened, humiliated, vulnerable, and/or undermines the recipient's self-confidence and/or reduces the recipient's feelings of self-esteem and self-worth and/or
 - Takes the form of repeated conduct such as persistent, offensive, abusive, intimidating or insulting behavior, abuse of power and/or unfair punitive sanctions which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or
 - Results in a harmful working environment.

Examples include, but are not limited to:

- berating/belittling an employee or an individual
- unreasonably questioning an individual's abilities, skills, or decision making when not related to an appropriate evaluation of performance
- excluding or isolating a person by making others avoid him/her
- ignoring a person in the workplace or classroom
- making repeated unwarranted criticism
- undermining or deliberately impeding a person's work
- spreading malicious rumours or gossip
- making physical gestures intended to intimidate, offend, degrade or humiliate an employee or an individual
- making comments that are threatening, degrading, or defamatory, or using abusive language whether verbally or written, including voice mail, email, on-line chats and comments posted on websites or social media).
- making a person perform useless, humiliating or demeaning tasks that are not reasonably expected to be part of that person's employment
- unreasonably ceasing to give a person work on an on-going basis

The definition of bullying / workplace harassment refers to persistent behaviour or a course of comment or conduct. Notwithstanding this, in some exceptional circumstances one single incident can constitute Workplace Harassment when it is demonstrated that it is severe and has a significant and lasting impact on the complainant.

Bullying or harassment does not include differences of opinion or minor disagreements between co-employees, or an occasional raised voice or argument. It does not include reasonable actions taken by the College or a manager relating to the management and direction of workers in the workplace, or other reasonable actions by the College, a manager, by the Union or its representatives, by students, employees, individuals or by groups.

Examples of such reasonable actions include but are not limited to:

- the transfer, demotion, discipline, counsel or dismissal of an employee in a reasonable manner;
- a decision, based on reasonable grounds and facts, not to promote or grant another benefit in connection with an employee's employment or performance;
- the legitimate right and responsibility of managers to conduct on-going evaluation of employee performance at work, which may result in reasonable changes to a person's assignment as a result of an evaluation;
- the legitimate right of Union members and officials to reasonably conduct grievance investigations, file grievances, conduct inspections, lawfully picket and, without limiting the aforementioned, generally conduct Union business in a reasonable manner;
- the legitimate right and responsibility of employees to correct inappropriate student behavior and maintain order in the work environment in a reasonable manner;
- respectfully expressing disagreement or reasonably stating a contrary point of view;
- the legitimate exercise of freedom of thought and inquiry, and expression.

Bullying and Harassment will not be condoned under the guise of strong management when employees are not treated with dignity and respect.

2. **Sexual Harassment:** may be one or a series of comment(s) or conduct of a gender-related or sexual nature that is known or ought reasonably to be known to be unwelcome/unwanted, offensive, intimidating, hostile, derogatory, or inappropriate.

Sexual harassment may include but is not limited to:

- invading personal space
- using language that puts someone down and/or comments toward women (or men, in some cases), sex-specific derogatory names
- making gender-related comments about someone's physical characteristics or mannerisms
- making comments or treating someone badly because they don't conform with sex-role stereotypes
- showing or sending pornography, sexual pictures or cartoons, sexually explicit graffiti, or other sexual images (including on-line)
- sexual jokes, including passing around written sexual jokes (for example, by e-mail)
- rough and vulgar humour or language related to gender
- using sexual or gender-related comment or conduct to bully someone
- spreading sexual rumours (including on-line)
- making suggestive or offensive comments or hints about members of a specific gender
- bragging about sexual prowess
- demanding dates or sexual favours
- making an employee dress in a sexualized or gender-specific way
- acting paternally in a way that someone thinks undermines their self-respect or position of responsibility

- demeaning gestures, remarks and jokes, slurs, taunting, or innuendo unwanted physical contact, leering, inappropriate comments about clothing, physical characteristics or activities
- unwanted questions or comments about one's private life, sexual orientation, marital or family status
- the production, display or distribution of pornographic or other sexually offensive or derogatory pictures of material
- solicitation of, or implied or expressed promise of reward or benefit in return for sexual favours
- pressing an individual to accept unwelcome invitations or sexual propositions, including repeated telephone calls, letters, emails or other electronic communications including social media
- implied or expressed threat or act of reprisal if sexual favours are not given
- Sexual Assault. (Sexual Assault is an offense under section 271 of the Criminal Code of Canada and will be responded to in accordance with College Policy #3-343, *Sexual Violence Prevention* and College Policy #4-420, *Violence Prevention*.)
- Gender/Sexual Orientation Harassment (defined below)

3. **Harassment Based upon Prohibited Grounds in the Ontario Human Rights Code:** may be one or a series of vexatious comment(s) or conduct related to one or more of the prohibited grounds that is known or ought reasonably to be known to be unwelcome/unwanted, offensive, intimidating, hostile, derogatory, or inappropriate. Such harassment may be based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender identification, sexual orientation, age, marital status, family status, disability, record of offences (in employment only), and receipt of public assistance (in accommodation only) as defined by the Ontario Human Rights Code.

In addition to the above, the following denotes examples of harassment based upon Prohibited Ground in the Ontario Human Rights Code which may occur:

(a) Racial Harassment may be one or a series of comment(s) or conduct of a racial nature that is known or ought to reasonably be known to be unwelcome/unwanted, offensive, intimidating, hostile, derogatory or inappropriate.

This may include but is not limited to:

- verbal abuse, threats, derogatory name-calling, racist slurs, insults and/or jokes
- ridicule of an individual on racial or cultural grounds
- comments which imply that race impairs the person's ability
- exclusion from normal workplace interactions or social events
- unfair allocation of work and/or responsibilities
- racist graffiti, insignia, objects or pictures or display and/or publication of racist material
- physical assault or unwelcome physical contact (Assault is an offense under the Criminal Code of Canada and will be responded to in accordance with the Violence Prevention Policy # 4-420)
- inciting others to commit any of the above (sections 318 and 319 of the Criminal Code of Canada explicitly prohibit acts inciting hatred or violence towards any identifiable group on the basis of colour, race, religion, national or ethnic origin, age, sex, sexual orientation, or mental or physical disability.).

(b) Gender-Based Harassment is a form of both Workplace Harassment and Sexual or Human Rights Harassment which often stems from homophobia and heterosexism. Gender-based harassment is any behaviour that polices and reinforces traditional heterosexual gender

norms. It is often used to get people to follow traditional sex stereotypes (dominant males, subservient females). It is also used as a bullying tactic, often between members of the same sex.

It may consist of offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation on the basis of gender and/or sexual orientation. Homophobia means harassing, prejudicial treatment of, or negative attitudes about, lesbian, gay, bisexual, trans-identified, transgendered, inter-sexed, two-spirited, or queer persons and those perceived to be of these sexual orientations or gender identities.

Homophobia includes a range of feelings and behaviours from discomfort and fear to disgust, hatred and violence. Heterosexism is based on societal values that dictate that everyone is, or should be, heterosexual.

In addition to the examples from Sexual Harassment, Section 2 above, further examples of Gender-Based Harassment may include:

- making derogatory comments, innuendos, insults, slurs, jokes or threats about sexual orientation or sexual practice, including voice mail, email, online chat or posted on a website
- silencing talk of sexual or gender diversity
- forcing people to “come out” or to “stay in the closet” (disclose or hide their sexual orientation)
- linking homosexuality with pedophilia (child abuse)
- defacing notices, posters or property with homophobic graffiti
- removing or defacing notices, posters, postcards, or other property of the Fleming Association of Queers (FAQ) or other awareness initiatives on campus
- rejecting or excluding individuals or groups because of their sexual orientation or gender identity.
- physical violence, including sexual violence (Assault and Sexual Violence are offenses under the Criminal Code of Canada and will be responded to in accordance with College Policy #3-343, *Sexual Violence Prevention* and College Policy #4-420, *Violence Prevention*)
- inciting others to commit any of the above (sections 318 and 319 of the Criminal Code of Canada explicitly prohibit acts inciting hatred or violence towards any identifiable group on the basis of colour, race, religion, national or ethnic origin, age, sex, sexual orientation, or mental or physical disability.).

(c) Disability Harassment may also consist of offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation on the basis of a disability.

Discrimination Based upon Prohibited Grounds in the Ontario Human Rights Code may be one or a series of action(s) or behaviours(s) based on a prohibited ground that results in the unfavourable or differential treatment which negatively affects the employment status of an employee or academic status of a student, or the provision of a College service.

This may include, but is not limited to, the refusal to provide goods, services or facilities, exclusion from employment or employment benefits, unequal treatment in employment, exclusion of support

persons or service animals for disabled persons, and/or refusal to work with, teach, or study with someone based on a prohibited ground of discrimination.

The Code requires that a person who has the authority to prevent or discourage harassment and discrimination may be held responsible for failing to do so. All persons in positions of authority have a particular legal duty to be alert to signs of harassment and discrimination in the workplace and/or educational environment. They must take action to address any incidents of which they are aware or ought reasonably to have been aware. This also applies to faculty because of their unique role as managers/facilitators of the learning environment. Decisions made by courts and human rights tribunals in recent years have emphasized this responsibility.

Types of discrimination that are prohibited under the Ontario Human Rights Code include:

- a) **Direct Discrimination** refers to differential treatment which negatively affects an employee or student and which is directly related to a prohibited ground of discrimination. Such differential treatment need not be intentional or overt to constitute direct discrimination.
- b) **Indirect or Adverse Impact Discrimination** occurs where a requirement, qualification or factor which appears neutral results in the exclusion, restriction or preference of a person because of his or her membership in a group identified by a prohibited ground of discrimination.
- c) **Systemic Discrimination** includes policies, practices, procedures, displays, materials, actions or inactions that appear neutral, but have an adverse impact associated with one of the prohibited grounds. This may include, but is not limited to, negative stereotypical portrayal of groups/individuals in materials, attendance policies that do not reasonably accommodate religious responsibilities, and course selection and/or job posting criteria that are not bona fide. Where, as a result of a College investigation, systemic bias is determined within any college policy, procedure and/or practice, the positive actions may include amendments, revisions or elimination of existing College policy, procedure or practice.

Additional Definitions

Negative Environment: One or a series of comments or conduct that creates a negative environment for individuals or groups and are related to the prohibited grounds. The comment or conduct has the effect of "poisoning" the working or learning environment. A complainant does not have to be a direct target to be adversely affected by a negative environment. It includes conduct or comment that creates and maintains an offensive, hostile, or intimidating climate for learning or work.

Examples may include exposure to graffiti, signs, cartoons, remarks, exclusion, adverse treatment related to one or more of the prohibited grounds.

Hate/Discriminatory Material: It is an offense under the Criminal Code of Canada to publish, display, transmit, or distribute before the public or direct to an individual, or cause to be published, displayed, transmitted or distributed within Fleming College or through the use of College resources, with the intent of inciting others to discriminate, any notice, sign, symbol, emblem or other representation that expresses or implies discrimination or an intention to discriminate. In addition, it is a violation of the Ontario Human Rights Code to publish or display before the public, or cause the publication or display before the public, of any notice, sign, symbol, emblem or other similar representation that indicates the intention of the person to discriminate, or is intended by the person to incite discrimination, contrary to the Code.

Disability: as set out in the Ontario Human Rights Code, means,

- a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes, mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
- b) a condition of mental impairment or a developmental disability;
- c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
- d) a mental disorder; or
- e) an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act.

Vexatious complaint or complaints made in bad faith: A complaint made in bad faith is one that is known by the complainant to be false and/or one in which a complaint is made for a purpose other than gaining a satisfactory remedy. A vexatious complaint is one that is instituted maliciously and without probable cause and/or one which is not based on reasonable factual ground but is merely vindictive. In determining whether a complaint is vexatious or made in bad faith, the knowledge and intention of the complainant will be considered. If the complainant is merely bringing the complaint to annoy or embarrass the respondent and knows that there is no discrimination or harassment per se, then it can be said that the complaint is vexatious or made in bad faith.

Appendix B to Operating Procedure 3-311 OP: *Additional Related Information*

1. Coverage

1.1 External Relationships: Visitors, contractors, and/or suppliers of services who attend a Sir Sandford Fleming College campus location will be subject to complaints if they engage in prohibited or inappropriate conduct as defined in this policy. All contractual relationships entered into by the College will be governed by a standard contract compliance clause stating that contractors must comply with all current legislation and relevant College policies. Breach of the clause may result in penalties, cancellation or debarment if a contractor is found in violation of the College's policy or government statutes.

1.2 Student Work Placements: Students completing work placements are covered by the relevant occupational health and safety and workplace harassment policies of the individual placement agency while they are on placement. Placement coordinators should ensure that students are aware of applicable policies during the student's introduction and orientation to the placement. College representatives will engage in discussions with the student(s) and agency as appropriate and will support the resolution of workplace harassment and discrimination issues once they are made aware of an incident.

2. Specific Roles and Responsibilities

2.1 Supervisors and Management

Supervisors and Managers represent the College, and as such it is their key responsibility to create a positive, respectful working environment free from Workplace Harassment and discrimination. Supervisors and managers are required to:

- Comply with this Policy and refrain from any acts of harassment or discrimination
- Be familiar with the requirements of this policies and the signs of workplace harassment
- Ensure, as much as reasonably practical, that no employees are subjected to Workplace Harassment. Take allegations of violence or harassment seriously and follow-up appropriately.
- Take corrective action with anyone under their direction who subjects employees to harassment.
- Attend training and information sessions provided by the College to reduce incidents of harassment and discrimination
- Set a good example and maintain a high standard of conduct in all dealings with others.

2.2 Employees

Every employee contributes to the creation of a safe and healthy work environment by demonstrating professional, respectful and appropriate conduct at work. All employees must accept as a personal responsibility their own role in eliminating the risk of Workplace Harassment in the day-to-day activities of their own work. Therefore, employees are required to:

- Comply with this Policy and refrain from any acts of harassment or discrimination
- Work together in a professional manner and resolve issues in a respectful manner
- Report to their immediate supervisor any incidents they experience or witness.
- Attend training and information sessions provided by the College to reduce incidents of harassment and discrimination
- Co-operate with investigators or other authorities as required during any investigation related to this Policy
- Set a good example and maintain a high standard of conduct in all dealings with others.

Additionally, faculty members are reminded that because of their unique role as managers / facilitators of the learning environment they as they are in a position of authority and have a

particular legal duty to be alert to signs of harassment and discrimination in the educational environment. Faculty members must take action to address any incidents of which they are aware or ought reasonably to have been aware.

2.3 Students

Like employees, students are expected to demonstrate respectful and appropriate conduct in the classroom. Students must accept as a personal responsibility their own role in eliminating the risk of harassment and bullying. Students are expected to:

- Comply with this Policy and refrain from any acts of harassment or discrimination
- Work with each other and College staff in a professional manner and to resolve issues in a respectful manner
- Report any incidents of bullying or harassment that they experience or witness.
- Co-operate with investigators or other authorities as required during any investigation related to this Policy

2.4 The College Human Rights Officer

The College's Human Rights Officer administers this Policy. They provide consultation and support to managers and individuals with regards to this Policy and its application. They identify and support training opportunities throughout the College and provide summary data to stakeholders as requested. The Human Rights Officer may assist with or assume an investigation upon request from a supervisor, manager, or Dean, or from the Vice President, Human Resources and Student Services. Such a request may occur where there are or could be concerns expressed with regards to objectivity or a conflict of interest.

3. Record Keeping

The Human Rights Officer will maintain a confidential file including all records relating to each internal investigation complaint for the current calendar year plus seven (7) years following the conclusion of the internal investigation complaint process, after which time the contents of the file will be destroyed.

The Vice-President, Human Resources and Student Services is responsible for maintaining a confidential central file pertaining to each External Investigation made under this policy and of the resolution of same. Files will be accessible only to the President, the Vice-President, Human Resources and Student Services and the Human Rights Officer, or as may be required by law. Files on formal investigations will be retained for the current calendar year plus seven (7) years following conclusion of the appeal period, after which time the contents of the file will be destroyed.

Statistical information on the number, nature and type of complaints will be kept and reports filed annually by the Human Rights Officer. Annual reports will be distributed to the Joint Health and Safety Committee, Vice-President of Human Resources and Student Services, the College President, and the Executive Leadership Team.

Where an investigation results in disciplinary action, this information will be placed in the respondent's personnel file or student file. Where the complaint has not been substantiated, no reference will be placed in the personnel or student file of either party. When an individual has lodged a complaint that is later found to have been trivial, frivolous, vexatious or made in bad faith, and discipline has been imposed, a letter regarding the same will be placed in his/her personnel file or student file.

Once each year, an individual may appeal to the Vice President, Human Resources and Student Services to have a disciplinary letter resulting from an investigation through this policy on file removed, a decision on which is at the discretion of the College.

Appendix C to Operating Procedure 3-311 OP: *Complaint Reporting and Resolution Process*

1. Principles of the Complaint Reporting and Resolution Process

- a) This complaint process will be used to investigate complaints against or involving employees under College Policy #3-343, *Sexual Violence Prevention*.
- b) In accordance with the Ontario Occupational Health & Safety Act (OHSA), the College will conduct an investigation into incidents and complaints that is timely, fair, and appropriate in the circumstances. Two or more complaints alleging a violation engaged in by the same person, or having facts in common, may be dealt with in the same proceeding.
- c) In appropriate circumstances (e.g. where personal safety is at risk or a strongly negative environment exists), the College will take immediate interim measures to stabilize the situation before the complaint process is initiated or concluded. Where such measures are taken, a time frame for review of the situation will be established.
- d) This policy does not preclude a Complainant from initiating an alternative complaint procedure, for example, to use the criminal process (if the action warrants), launch a civil lawsuit, complain to the Human Rights Tribunal of Ontario, the Ministry of Labour, or to access the grievance procedures outlined in their collective agreements and the terms and conditions of their employment. The College acknowledges that it is not a court of law or a quasi-judicial system.
- e) A complainant or respondent may choose to seek legal advice at her/his own expense. However, legal counsel cannot participate in proceedings under this policy. Complainants and respondents may bring a college representative of his/her choice (e.g. union member, student representative, parent/guardian, college counsellor) to any meetings throughout the proceedings for support.
- f) The Complainant has the right to withdraw the complaint at any time during the process up to the conclusion of the formal appeal process. Regardless, the College may determine that it is appropriate to continue the investigation. The Complainant must understand that withdrawal of the complaint will most likely result in discontinuation of the investigation, and will be taken to mean that the complainant has abandoned his/her claim that workplace harassment or discrimination has occurred.
- g) A person who is the subject of a complaint made under these procedures and who has reason to believe that the complaint is vexatious, in bad faith, or itself a form of harassment, has the right to file a complaint.
- h) **Confidentiality:** In accordance with the OHSA, information obtained about an incident or complaint of Workplace Harassment, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for the purposes of investigation or taking corrective action with respect to the incident or complaint, or is otherwise required by law such as grievance arbitrations, Human Rights Tribunal proceedings, Occupational Health & Safety disclosure requirements, and judicial proceedings. Such disclosures may also be subject to the Freedom of Information and Personal Information Protection and Electronic Documents Acts. Where appropriate, information obtained about the incident or complaint may be disclosed and reviewed with the Dean of the school(s) involved in the complaint prior to any corrective action being taken.
- i) **The College's Obligation to Act:** The Ontario Human Rights Code and the Occupational Health & Safety Act requires that a person who has the authority to prevent or discourage workplace harassment or discrimination may be held responsible for failing to do so. All College members in

positions of authority have a particular duty to take reasonable steps to deal with incidents of workplace harassment or discrimination when they know of or ought reasonably to have known of the incident.

In order to comply with its legal obligations, the College may, under appropriate circumstances, initiate a complaint procedure without a request to do so from a complainant. As well, where appropriate, the College may choose to continue with a procedure even after a complainant has decided to terminate the process.

- j) **Incidents of Harassment Not Resulting in Complaints:** Members of the College Community who witness incidents of harassment which do not result in complaints on the part of the victim are still required to report this harassment to the respondent's supervisor or Dean following the complaint reporting procedures below. The College will follow the complaint process in this Procedure to investigate the complaint.
- k) **Incidents of Harassment When the Harasser is Unknown:** In circumstances where the harasser is unknown such as cyber-harassment the College will make reasonable and appropriate efforts to protect the individual and to end the harassment. This may include notifications to external agencies and/or law enforcement.
- l) **Time Lines:** A complaint under this Policy must be filed within six (6) months of the circumstances giving rise to the complaint, unless the delay was incurred in good faith and no substantial prejudice will result to any person affected by the delay. Substantial prejudice, as defined by the Human Rights Tribunal of Ontario exists where it can be shown that proceeding with the complaint will deprive the respondent of an essential right such as the right to a complete defense (e.g. the destruction of material evidence by unforeseen event such as fire, flooding, etc.; death or significant incapacity of material witnesses). The passage of time or inconvenience in finding witnesses or locating documents does not amount to substantial prejudice. This decision as to whether or not any delay was incurred in good faith will be made by the Vice President, Human Resources and Student Services and communicated to all parties involved.
- m) **Systemic Discrimination:** In the event that a College policy, procedure or practice is the subject of a complaint based on the prohibited grounds of discrimination, the complaint is to be brought to the attention, orally or in writing, to the College Administrator who is responsible for that policy, procedure or practice. The Administrator will engage in discussion or internal investigation / informal fact-finding investigation, whichever applies depending on the form and substance of the complaint, and will follow the principles and timelines of the applicable process described above.
- n) **Anonymity:** Individuals are reminded of their responsibility to cooperate with a bullying or harassment investigation under this policy. Those who may be reluctant to provide information relevant to an investigation for fear of reprisal or retribution are reminded that the College will in no way permit or tolerate any such form of intimidation or retaliation. Information received anonymously by the College with respect to an investigation will be reviewed but may or may not be taken under consideration. Potential conflicts with regards to anonymity may be reviewed by the Vice President, Human Resources and Student Services. Such requests for anonymity may be reviewed based upon the level of the investigation and the severity of the accusations.

Competing Human Rights: The College may engage in a competing human rights analysis as it deems appropriate using the Ontario Human Rights Commission's Policy on Competing Human Rights as its reference document.

2. About Making a Complaint Under This Policy

Individuals who may have been subjected to harassment are advised to make notes of the offensive behaviour, the date and time that it happened, what was done about it, and who may have witnessed the incident(s).

Speak Up About Harassment and Discrimination

Whenever possible, students and employees are encouraged to attempt to resolve conflicts directly. Employees and students of the College who experience workplace harassment or discrimination should first attempt to make it known to the individual(s) responsible that the behaviour is offensive, contrary both to law and to the College's policy and request that it stops.

Complaints Against Contractors and Third-Party Service Providers

Members of the College community who wish to make complaints against contractors and third-party service providers are requested to speak with the respondent individual's supervisor. The College will support members of the College community in having their complaint properly investigated and resolved. For assistance in this regard please contact the Human Rights Officer.

Supports for Individuals Considering Making a Complaint

Employees or students who are considering whether or not to make a complaint and who have questions about the complaint process may speak with their Union representative (if applicable), joint health and safety committee member, or the Human Rights Officer. Additionally, students may also speak with their Student Administrative Council (Sutherland), the Student Association (Frost) or the Human Rights Officer.

If a student is unaware who the Dean is for their program they should consult Appendix D of this Operating Procedure for clarification. Students who are unsure as to which Dean to approach should speak with their own Dean or Academic Chair.

During the investigation process, the Respondent may choose to be accompanied by a third party in a supportive capacity. This may be a union member (if applicable) or a SA / SAC representative if the Respondent is a student. A third party may not speak on behalf of the complainant but may provide assistance with regards to the process.

Reporting Incidents Where the Employee's Supervisor is the Alleged Harasser

Under this procedure, employees who are considering whether or not to make a complaint about their direct supervisor should ideally make the complaint to their supervisor's supervisor. Should this be impractical or for additional support the employee is asked to please speak with the Human Rights Officer, joint health and safety committee member, or their Union representative (if applicable).

Mediation

Before pursuing an internal investigation, individuals may decide to request mediation. Mediation is a simple, effective and rapid conflict resolution method that brings together only those persons concerned by or involved in the situation. Mediation seeks to put an end to the alleged harassment, discrimination or bullying by finding, with the help of an impartial third party, mutually acceptable solutions for the people concerned. In order for mediation to succeed, participation in the process must take place in a context of good faith.

Individuals may also consider using traditional mediation methods such as talking circles or healing circles.

Mediation may be requested through the Human Rights Officer, and the selection of the mediator must be agreed to by both parties. The mediation will normally be concluded within twenty (20) working days of the receipt of the case by the mediator. The mediator's responsibility will be to

provide a forum for discussion in a neutral setting. The mediator will not impose his/her point of view or that of either of the parties to the process. The mediator will also ensure that the parties have given their free and enlightened consent to any potential settlement that may be reached between them.

If the mediation results in a mutually acceptable agreement, a copy of the agreement will be forwarded to the Human Rights Officer. If the complainant and respondent so agree, the decision may be made available to an investigator in the case of any future formal process. The agreement will be treated as confidential.

If the mediation is not a viable option or does not result in an agreement, the complainant may choose to initiate the next investigative step within five (5) working days of the conclusion of the attempt to reach an agreement

3. How to Make a Complaint

Reporting a Complaint

Where possible a written complaint under this Policy is preferred. This may be emailed or a paper copy submitted. The report of the incident or complaint must contain the following information:

- The complainant's name and contact information
- The name of the respondent and their position if known
- The name of any witnesses or those with any relevant information to provide about the incident
- Details of what happened including date(s), frequency, and location(s) of the alleged incidents
- Any documentation that the complainant, witnesses, the respondent or others may have in their possession that are relevant to the complaint

The Complaint Reporting and Resolution Process consists of two steps: an Internal Investigation or Fact-Finding Process, and/or an External Investigation Process.

STEP 1 – Internal Investigation / Fact Finding Process

The Complainant submits a written detailed complaint to the respondent employee's supervisor, or the respondent student's Dean. The supervisor (or their delegate), Dean (or their delegate), along with a second investigator where appropriate will then investigate the allegation(s) and make a determination using a balance of probabilities as to whether there has been a contravention of this Policy. Typically the second investigator will be the Human Rights Officer.

A delegate may be preferable in instances where there is the possibility of perception of a conflict of interest, or an issue of availability. Typical delegates may include the Dean or Academic Chair for the school, a Dean or Academic Chair from another school, another manager, the Human Rights Officer or a Human Resources Consultant. Some investigations, such as those initiated through College Policy #3-343, *Sexual Violence Prevention*, may require consideration that the second investigator reflect a gender balance. Investigations involving students may also require the involvement of an investigator from Student Services.

The Investigative Process

1. The Complainant initiates a fact-finding process by notifying the supervisor of the respondent employee or the Dean of the responding student's school in writing with the

nature and substance of the complaint. This complaint should include relevant details such as the nature of the specific offensive behaviour / language, dates, times, and names of witnesses as well as the requested outcome desired.

2. Within ten (10) working days of receiving the complaint, the supervisor or Dean (the Investigator), or their delegate will meet with both the complainant and the respondent in order to attempt to verify the details of the complaint. The Investigator may request the production of documents or information from the complainant, respondent, witnesses or other resources that is relevant to the fact-finding process. The Investigator will share details of the complaint with the Respondent including a copy of a written complaint. Information provided by the Respondent may be reviewed by the Complainant and vice versa as necessary. Timelines may be extended if delays are experienced in good faith.

Determination and Judgment

1. At the conclusion of the investigation, the Investigator will write an investigation report summarizing the steps taken during the investigation, the complaint, the allegations of the complainant, the response from the respondent, the evidence from witnesses and other evidence gathered. It will set out the findings of fact and come to a conclusion stating whether or not the complaint is substantiated. This conclusion will be based on the balance of probabilities (which means that it is either more likely or not likely that the incident(s) of harassment or discrimination occurred as defined within the Policy). This is consistent with the burden of proof required by civil law and is different from the "beyond a reasonable doubt" burden required by criminal law.
2. Should the complaint be substantiated, the Investigator will make a determination of appropriate sanctions/ remedies as applicable (see Corrective Actions and Protection From Reprisal, Section 3.0).
3. Should the complaint not be substantiated under this Policy, the Investigator will determine whether the complaint is proven to be trivial, frivolous, vexatious or made in bad faith (see Malicious / Fraudulent Complaints, Section 4.0).
4. This investigation report will be provided to the respondent employee's supervisor to take appropriate action where the respondent employee's supervisor has delegated the investigation to another individual or has not otherwise been part of the investigation. This report will be retained in the investigation file maintained by the Human Rights Officer.
5. A separate report summarizing the results of the investigation and any corrective action taken or yet to be taken as a result of the investigation will be communicated to the complainant and the respondent in writing within ten (10) calendar days of the completion of the investigation. .
6. Where, as a result of an Internal Investigation / Fact-finding process, systemic bias is determined within any College policy, procedure and/or practice, the Investigator will recommend actions to the Human Rights Officer which may include amendments, revisions or elimination of existing College policies, procedures or practices.

Appeal

1. Should either the Complainant or Respondent be dissatisfied with the results or outcome of an the Internal Investigation / Fact-Finding process, they may appeal the matter in writing within fifteen (15) working days of receiving a decision to the Vice President

Academic (if the respondent is a student) or to the Vice President, Human Resources and Student Services (if the respondent is an employee).

2. The Vice-President Academic/ Vice-President Human Resources and Student Services will ensure that all aspects of the findings are reviewed and that a final decision is communicated within fifteen (15) working days of receipt of the appeal.

STEP 2 – External Investigation

If the Complainant is not satisfied with the results of the Internal Investigation / Fact-Finding process and has already appealed the decision, they may request an External Investigation into the matter. The College may also choose to initiate this step at its own discretion.

Initiation of an External Investigation

A request to initiate an External Investigation should be made as soon as possible, and must be within fifteen (15) days of the completion of the Internal Investigation / Fact-Finding Process. This request will proceed as follows:

1. The Complainant submits a written request to the President. This written request must indicate the nature of the original complaint and the grounds for the appeal of the Internal Investigation / Fact Finding Process.
2. The Complainant must understand that they will be required to speak further on this matter, and that the Respondent(s) will be given a copy of the request for initiation of an external investigation.
3. The President will review the complaint and determine whether there are sufficient grounds to initiate an external investigation. If the President is the named Respondent, the request will be directed to the Vice-President, Human Resources and Student Services. They will communicate their decision in writing to the complainant within ten (10) working days. The decision by the President as to whether or not to initiate an External Investigation will be final.

Investigative Process

Once it has been determined that it is appropriate to initiate an External Investigation, the following steps in the investigation process shall occur:

1. The Human Rights Officer will meet with the Respondent to review the process and provide a copy of the written complaint.
2. The Vice President, Human Resources and Student Services in consultation with the Human Rights Officer shall contract with an investigator who is external to the College community. If the Vice President, Human Resources and Student Services is the named Respondent, the President shall select the investigator. If the President is the named Respondent, the complaint will be directed to the Vice-President, Human Resources and Student Services, who will follow the procedure outlined in the Addendum: Investigating/Resolving Complaints Made against the President/Board of Governors (Appendix E).
3. The Investigator will have training and experience in what constitutes workplace harassment and discrimination, the Ontario Human Rights Code, dispute resolution, and effective investigation procedures. They will also have received the College's Harassment and Discrimination Prevention Policy and its complaint procedures. The investigator may

request the production of documents that may be relevant to the investigation. The investigator will investigate the complaint in the following manner:

- The investigation will be limited to what is within the jurisdiction of this policy.
 - The Investigator will determine who will be interviewed.
 - The Respondent will be given a full and fair opportunity to respond to the complaint orally and in writing.
 - The Investigator reserves the right to refer the complaint back to the Human Rights Officer if a resolution is possible.
4. Both the Complainant and the Respondent will have the right and responsibility to provide all information as accurately and promptly as possible, including dates, times, location of allegations and any other information that would assist in the investigation.
 4. The Human Rights Officer will be in communication with the Investigator, the Complainant, and the Respondent until the process is concluded. The Complainant and Respondent will be informed on an on-going basis of the status of the investigation, but not of details of the interviews.
 5. During the investigation, both the Complainant and the Respondent may choose to be accompanied by a third party in a supportive capacity. This may be a union member (if applicable) or a SA / SAC representative if the individual is a student. Should the Complainant or Respondent choose to acquire legal advice throughout the process, this is done at his/her own expense. Third parties cannot speak on behalf of parties to the complaint nor disrupt the proceedings.
 6. The Investigator will make every effort to complete the investigation of a human rights complaint within thirty (30) working days of receipt of the complaint. If it is necessary to exceed 30 days, this decision will be made by the Vice President, Human Resources and Student Services and the complainant and respondent will be informed as soon as possible of the revised time line.
 7. At the conclusion of the investigation, the Investigator will write a draft report stating whether or not the complaint is substantiated based on the balance of probabilities (which means that it is either more likely or not likely that the incident(s) of harassment or discrimination occurred). This is consistent with the burden of proof required by civil law and is different from the "beyond a reasonable doubt" burden required by criminal law.
 8. The Investigator will provide a copy of the draft report to the Complainant and the Respondent who will have five (5) working days to notify the investigator, in writing, of any errors or omissions in the report, or in the description of the facts or allegations provided by each of them to the investigator.

The Investigator will make any further enquiries or amendments, if required, in order to prepare the final written report. The written report will be submitted confidentially to:

- the Complainant;
- the Respondent;
- the executive leader of the respondent's division (e.g. Vice-President Academic, Vice President Finance, Chief Information Officer);
- the College President;
- the Vice-President, Human Resources and Student Services;
- the Human Rights Officer.

The investigator's notes and transcripts (if applicable) will be turned over to the College.

9. If a complaint is found to be substantiated, the Executive Officer, Vice President, Human Resources and Student Services, and the President will determine appropriate remedies/sanctions as applicable (see Corrective Actions and Protection From Reprisal, Section 3.0).

If a complaint is not substantiated, the Executive Officer, Vice President Human Resources and Student Services, and the President will determine whether the complaint is proven to be trivial, frivolous, vexatious or made in bad faith (see Malicious / Fraudulent Complaints, Section 4.0).

The results of this determination will be communicated in writing to the complainant and the respondent by the Vice President, Human Resources and Student Services, under an obligation of confidentiality, within ten (10) working days of receipt of the investigator's report.

10. The results of a determination made through the External Investigation process are final and must be abided by.
11. Where, as a result of a formal investigation, systemic bias is determined within any College policy, procedure and/or practice, the Executive Officer, Vice President, Human Resources and Student Services, and the President will prescribe actions which may include amendments, revisions or elimination of existing College policies, procedures or practices.

3. Corrective Actions and Protection From Reprisal

3.1 Remedies

Remedies are intended to restore the Complainant to the position s/he would have experienced had the incident not occurred and to have respondents recognize the inappropriateness of, and need to change their behavior. Remedies for a complainant who is an employee may include offers of employment or reinstatement or monetary compensation. For students, remedies may include transfer, review of academic standing, provision of learning support services, or adjustment/reimbursement of tuition fees. College counsellors will provide students with supportive counseling upon request.

3.2 Sanctions

A substantiated act of workplace harassment or discrimination may be cause for disciplinary action by the College up to and including the possibility of discharge in the case of an employee and other appropriate actions for other groups covered by this policy including the application of penalties or sanctions under the Student Rights and Responsibilities Policy for students.

Remedies and sanctions applied as a result of an investigation initiated through College Policy #3-343, *Sexual Violence Prevention* will take into account the outcome(s) requested by the survivor of the sexual violence.

3.2.1 Corrective Action where the Respondent is an Employee

If Management decides there has been a violation of this Harassment and Discrimination Policy and Procedures by an employee, the following criteria will be considered in determining the appropriate level of sanction:

- the seriousness/severity of the incident(s),
- the reliability of evidence,
- remedies sought by the complainant, and
- the documented history of the respondent (or the complainant in the case of malicious/fraudulent complaints) regarding related issues or incidents

Where sanctions are taken against an employee, a range of progressive sanctions are possible which conform to generally accepted standards of employee discipline and the two collective agreements. Some or all of the following corrective actions may be considered depending on the particular incident and the above factors:

- Apology
- A requirement for additional training
- Referral to an assistance program
- Reassignment or relocation
- Report to a professional body
- Suspension (with or without pay)
- A “last-chance” agreement or behavioural contract
- Termination of employment or contractual relationship
- Legal action

3.2.2 Corrective action where the Respondent is a student

Where the Respondent is a student, sanctions shall be applied through the authority in College Policy #5-506, *Student Rights and Responsibilities*. These may include:

- Apology
- Written Reprimand
- Restitution or Fines
- Temporary Dismissal
- Restricted access to a physical area of the College and/or property
- A “last-chance” agreement or behavioural contract
- Probation
- Suspension
- Expulsion

3.2.3 Corrective Action where the Respondent is neither an Employee nor a Student

If the Respondent is not an employee or a student, the College will take whatever measures are reasonably available to ensure the safety of its’ employees and students including any of the actions listed in 3.2.1 and 3.2.2.

3.3 Protection from Reprisal

Subject to section 4.0 below, every individual has the right to file a complaint of workplace harassment or discrimination, participate or co-operate in an investigation, provide information relevant to the complaint, in any role under the policy and/or procedures, without fear of retaliation or reprisal. Any form of retaliation or reprisals will not be tolerated and will be treated as workplace harassment and/or discrimination. Workers exercising their rights under the Occupational Health and Safety Act to report an incident or participate in a workplace harassment investigation will not be penalized provided that this is done in good faith and subject to Section 4.0 below.

4 Malicious / Fraudulent Complaints

The College will take disciplinary action in situations where complaints are proven to be malicious, fraudulent, trivial, vexatious, or made in bad faith. Discipline will be consistent with the two collective agreements, the Student Rights and Responsibilities Policy, and Section 3.0 of these procedures, as they apply. A person who is the subject of a complaint made under these procedures and who has reason to believe that the complaint is trivial, frivolous, vexatious, in bad faith, or is itself a form of harassment, has the right to file a complaint.

Appendix D to Operating Procedure 3-311 OP: Academic Contact Information for Students

Program / Campus	Dean / Principal	Office Location	Phone	Email
Cobourg Campus	Deborah Clifford	Cobourg 305	905-372-6865	deborah.clifford@flemingcollege.ca
Haliburton Campus	Sandra Dupret	Haliburton Campus	705-457-1680	sandra.dupret@flemingcollege.ca
School of Business	Maxine Mann	B3130	705-749-5530 Ext 1257	maxine.mann@flemingcollege.ca
School of Environmental & Natural Resource Sciences	Linda Skilton	Frost 289A	705-749-5530 Ext 3216	linda.skilton@flemingcollege.ca
School of General Arts & Sciences	Silvana MacDonald	B3327	705-749-5530 Ext 1218	silvana.macdonald@flemingcollege.ca
School of Health & Wellness	Carol Kelsey	A2146.1	705-749-5530 Ext 1251	carol.kelsey@flemingcollege.ca
School of Justice & Community Development	Carol Kelsey	A2146.1	705-749-5530 Ext 1251	carol.kelsey@flemingcollege.ca
School of Trades & Technology	Maxine Mann	B3130	705-749-5530 Ext 1257	maxine.mann@flemingcollege.ca

Appendix E to Operating Procedure 3-311 OP: Investigating/Resolving Complaints Made Against the President/Board of Governors

This procedure is to be utilized whenever a complaint is made by any member of the College community or by anyone on College property or at a College-sponsored event against the President of the College or external members of the Board of Governors.

The procedure covers complaints of harassment, discrimination and bullying, violations of the Student Rights and Responsibilities document, or any allegations of physical altercations or violations of safety and security.

This option has been provided in order to address the imbalance of power, or even the perception of imbalance of power, due to the positions held by the respondents.

Procedure

1. If the respondent is the President, a written complaint related to an incident of harassment and/or discrimination, physical altercation or a violation of safety and security, must be submitted to the Board Chair. The submission must outline the details, dates, times and places related to the allegation. If the respondent is a member of the Board of Governors, a written complaint related to the same areas, as above, which outlines details, dates, times, and places must be submitted to the Board Chair or Board Vice-Chair.
2. As soon as the President or a member of the Board of Governors is aware of a complaint or potential complaint (as outlined in #1 above) against him/her, s/he will report this immediately to the Board Chair or Board Vice-Chair, whichever is most appropriate. The Board Chair will provide a copy of the written complaint to the President/Board member. The Board Chair or Vice-Chair will, as soon as reasonably possible, notify all Board Executive members and inform them of all the known details.
3. With the support of the Board Executive, the Board Chair or Vice-Chair shall, with the assistance of the Vice-President Human Resources and Student Services, appoint an independent investigator from a prepared roster of investigators to investigate and make recommendations to the Executive of the Board. The Board Executive will also be responsible for determining the appropriate manner and time to inform the whole Board.
4. After due consideration of the findings and the recommendations, the Board Executive will determine what action, if any, should be taken and as appropriate bring the details to the full Board.
5. The independent investigator shall follow the investigation procedure as generally outlined in the College's Harassment and Discrimination Complaint Reporting and Resolution Process.

Housing Services – Regular Contractor Key Use Protocols

This document is intended for use by the College cleaning contractor and food service provider. For the purposes of this document they will be considered ‘Regular Contractors’ given the frequency of time spent in residence at Frost and Sutherland Residence Villages.

Regular Contractors will be issued keys from the Housing Services office for the residence property where they work and are responsible to follow the protocol.

If there is a change in staffing the Housing Services office must be notified so that the keys can be correctly logged for records.

Key Use Protocols

_____ Housing Services keys will be attached to an approved lanyard that are recommended to be worn one of two ways:

- 1) The lanyard will be worn around your neck, or
- 2) The lanyard will be attached to your waist.

_____ Workers will wear keys at all times while on shift and they are responsible for proper use and security.

_____ Housing Services keys are not permitted to leave Residence property. Keys will be stored in the appropriate key box when not worn on their person.

_____ Workers will notify their supervisor and Housing Services management immediately if there are any issues related to their keys.

Print Name: _____ Signature: _____ Date: _____

SIR SANDFORD FLEMING COLLEGE POLICY MANUAL

Policy # 6-601 Information and Communications Technology (ICT) Appropriate Use Policy	
Classification: <i>Section 6 – Information Technology Services</i>	
Approved by: Board of Governors	Date: May 1, 2013 (BoG May 1, 2013 #2)
Replaces: # 6-601 (BoG Nov 26, 2008 #8; BoG Sept 1, 1999 #9)	
Next Policy Review: 2018	Responsibility: Executive Leaders Team

Policy Statement

This policy provides a framework for the appropriate use of Information and Communications Technology (ICT) services/resources/equipment and facilities at Fleming College. Individuals using ICT services/resources/equipment and facilities at Fleming College are responsible for reading, understanding, and observing this policy.

Purpose

This policy balances the need for a high level of access, flexibility and protection of privacy for users, with the need for a framework that provides Information Technology staff and the College with the ability to respond to alleged policy violations as they arise and to protect institutional interests.

Scope

This policy applies to everyone with a Fleming College IT Network user account.

The primary office of responsibility for this policy is the Chief Information Officer.

Definitions

AUP: Appropriate Use Policy

CIO: Chief Information Officer

ICT: Information and Communications Technology; it includes software and systems used for academic delivery and administrative purposes either hosted at college facilities or in third party premises, all of the information stored in systems, computing devices and associated peripherals, VoIP communications network and wireless infrastructure and related equipment, facsimile machines, scanners, telephones, wireless devices, digital storage media, video and other multimedia devices.

General Principles

Fleming College is committed to ensuring a working and learning environment in which all ICT users have the responsibility to respect the physical and emotional well-being, and the sense of personal worth and dignity of others in the college community, as well as promoting the responsible and ethical use of college resources.

ICT services and resources provided at Fleming College are intended for teaching, research, and administrative purposes.

Use of ICT is governed by all applicable College policies, including Harassment and Discrimination Prevention, Freedom of Information and Protection of Privacy (Bill 34), Software Copyright, Student Rights and Responsibilities, Residence-Reznet guidelines, as well as by all applicable Canadian federal, provincial and local laws and statutes, including the Criminal Code of Canada and the Ontario Human Rights Code. These are supplemented by various rules and guidelines adopted in specific academic and administrative units.

Operating Procedure

1.0 ICT AND COMMUNICATION

1.1 Confidentiality

The College believes that each individual has a right to privacy. No person, regardless of status may view or change or remove another user's electronic files or data without the user's permission, whether the material exists on a shared computer, network media or on a user's personal media.

The College ICT Network is provided for the use of authorized persons, but remains the property, and within the control of Fleming College. The use of this business and educational system for personal reasons is a privilege. The College believes that each individual has a right to privacy. No person, regardless of status may view or change or remove another user's electronic files or data without the user's permission, whether the material exists on a shared computer, network media or on a user's personal media. By using a password protected account, users are not anonymous and deleted user data may be retrieved and/or restored from system backups. Exceptions to user privacy and subsequent access to user data exists as follows:

- To engage in technical maintenance repair and management
- To meet a legal requirement to produce information, including by e-discovery
- To ensure continuity of work (e.g. employee is sick or injured and work needs to be retrieved)
- To prevent misconduct and ensure compliance with the law

In such cases access to personal data shall only be given with due diligence of requesting such access via the CIO or in their absence a delegated authority.

Note: non-personal information such as IP address may be used to investigate and understand the system usage patterns, and/or functionality.

1.2 Pornography, Hate Literature, and Cyber-bullying

ICT resources are not to be used to create, transmit, store or copy information that is threatening, harassing, illegal or incites hate.

1.3 E Mail Communications

The College Harassment and Discrimination Prevention and Student Rights and Responsibilities policies pertain to these communication media.

1.4 Web/Internet Communications

Complaints about threatening, harassing, or illegal content or content that incites hate, that is created, transmitted, stored or copied using Fleming ICT resources and distributed on the Internet or any other external system, will be investigated as possible violations of the Appropriate Use Policy. This includes content that could be considered defamatory or damaging to the institution's public image.

1.5 Network Printing, Scanning, Fax and VoIP Voice Communications

These devices are considered communication media, and as such, all relevant policies and procedures will apply to them. Communication using the VoIP phone system is part of the ICT Network and thus the Appropriate Use Policy applies.

2.0 SECURITY

2.1 User Account Security

Every user of the Fleming ICT network and facilities has a responsibility to ensure the security of the network, information, data and resources. It is the responsibility of the individual user to

maintain the security of her/his account by choosing a secure password, not disclosing/sharing passwords and to take reasonable steps to prevent unauthorized access. Users are expected to change their initial default password to a confidential, secure password. Employees are required to report instances where they become aware of any unauthorized use of ICT.

Information Technology staff will disable an account if there is some indication that the security of the account or network has been breached.

2.2 Network Security

Information Technology Services staff are the only staff authorized to plug devices into the Fleming ICT network. Special requests for one-time unique connections that require unique or special configuration must be approved by Information Technology Services. Information Technology Services staff will only interconnect physical network drops which have been provisioned through the formal process of adding/ moving infrastructure to the Fleming ICT Network. Wireless access to the Network will be provisioned through formal processes developed and maintained by the Information Technology Services Department that meet the needs of the user and maintain network security. The Information Technology Services Department also has the right to terminate any process when deemed necessary, in order to maintain network system integrity.

2.3 Information and Data Security on Portable ICT Devices

Fleming employees should avoid copying and transporting college data on portable storage devices, in particular data which contains personal information. If a user has to copy and transport college data, the individual employee has a responsibility to ensure that any college information and data stored on portable devices including, but not limited to laptops, notebooks, PDAs, USB keys, and external digital storage devices de-identifies personal information, is encrypted and secure at all times.

Upon disposal of the portable device the user is to ensure that any copied data on the device must be deleted or erased as soon as it is no longer needed, using appropriate measures to prevent unauthorized access to college information.

2.4 Viruses

Individuals are responsible for any damage to their work, data and files due to viruses they have introduced, either intentionally or unintentionally. The College is not responsible for any work, files or data which are lost, damaged and/or destroyed due to viruses introduced onto the network.

2.5 Spam

Production or facilitation of Spam is a violation of this Appropriate Use Policy.

2.6 Firewall

Network Firewalls are provisioned for the protection of all users and deliberate attempts by any user to bypass the normal operation of the firewall or Intrusion Detection and Prevention Systems by either technical or physical means is a violation of the Appropriate Use Policy.

Users should be aware that during the regular course of carrying out their duties, Information Technology staff may from time to time inadvertently view the content of data packets leaving or entering the college network via the firewall.

2.7 Remote Access to Fleming College Network

Once a user accesses the Fleming ICT network remotely, this Appropriate Use Policy applies to their usage.

3.0 PHYSICAL FACILITIES SECURITY

ICT equipment is the property of the College. No person or persons will, by any willful or deliberate act, jeopardize the integrity of ICT equipment, systems software programs or other stored information and data. Any action or attempt by a user to subvert or disrupt the functioning of any ICT equipment is prohibited.

4.0 SOFTWARE SECURITY

Software and personal files are intellectual property and thus are subject to copyright law. Installation and/or extraction of software on the Fleming ICT Network are subject to the applicable software license. The College will assist any software supplier with just cause, to prosecute any individual violating software copyright laws. It is the responsibility of users to familiarize themselves with their responsibilities and limitations under each End User License Agreement (EULA).

Users must not attempt to:

- i) Access and use software belonging to or licensed to other users or to Fleming College without proper authorization to do so.
- ii) Move or copy programs, subroutines and any other forms of software from one computing system to another without proper authorization.
- iii) Install or use software on the Fleming ICT Network for which the user does not have authorization under the EULA.
- iv) Distribute, sell or otherwise make available software when such activity is prohibited by the license agreement for that software.
- v) Access data or information stored on College-owned computers without the permission of the owner or custodian of that information.

5.0 FLEMING COLLEGE ICT INFRASTRUCTURE SUPPORTED WEBSITES

Employee and student information is protected under the Freedom of Information and Protection of Privacy Act. When posting materials that could be accessed via the Portal or external website, authors will comply with FOI and copyright requirements along with college approved design standards.

6.0 ICT SOFTWARE/HARDWARE ACQUISITION

All ICT purchases for the College must be coordinated with the Information Technology Department. All ICT resources acquired by the College are the property of the College and will be operated, maintained and administered by the College to maximize its benefits.

7.0 ACTIONS TO BE TAKEN ONCE A POTENTIAL AUP VIOLATION HAS BEEN REPORTED

- 1) The CIO or designate confirms that there is a real or potential violation of the AUP.
- 2) Through phone or email a request is made to the appropriate IT staff to immediately disable access to the user's account. If the request is made via the phone it must be followed up by a documented request by email within 12 hours. The user account will be flagged and an AUP violation number is created. The AUP violation log is updated to include:
 - AUP violation number
 - Date and time of reported violation
 - Person reporting the violation
 - A brief description of the user behaviour or reason that lead to the suspicion or allegation of violation.

- Any other information relevant to the specific incident.
- 3) A copy of all activity (data, files, browser history, login history, desktop activity) associated with the account is produced and stored in an alternate, secure location.
- 4) In the case of an alleged employee AUP violation the supervisor will be contacted.
- 5) In the case of an alleged student AUP violation the procedures through the Student Rights and Responsibilities Policy will be invoked.

8.0 RESPONSIBILITIES

8.1 Individual Users

Responsible use of ICT services and facilities require that users:

- i) Respect the legal protection provided by copyright and license to programs and data.
- ii) Respect the rights of others by complying with copyright laws regarding intellectual property.
- iii) Respect the rights of others by complying with the College's Harassment & Discrimination Prevention Policy.
- iv) Respect the rights of others by preserving the privacy of personal data to which they have access.
- v) Respect the integrity of ICT systems and data; for example, by not intentionally developing programs or making use of already existing programs that harass other users, or infiltrate a computer or computing system, and/or damage or alter the software components of a computer or computing system, or gain unauthorized access to other facilities accessible via the network or web.
- vi) Use ICT facilities in a manner which is consistent with the ethical principles set forth by the College.
- vii) Respect and adhere to any local, provincial or federal law which may govern use of these information and communication technology facilities in Canada. These include, but are not limited to, the Criminal Code of Canada, the Ontario Human Rights Code, the Ontario Freedom of Information and Protection of Privacy Act.
- viii) Must not attempt unauthorized access to ICT installations outside of Fleming College using Fleming's ICT facilities.
- ix) Use ICT resources at all times in a manner that is consistent with the College's best interests, this Policy and all applicable laws.

8.2 Chief Information Officer or Designate

Serves as the College ICT Complaints and Hearing Officer and ensures that any inappropriate use of the Fleming ICT is dealt within a timely and efficient manner.

8.3 Director, Information Technology or Designate

Responsible for reviewing all ICT based technology plans and proposals to ensure that they are compliant with international standards and ICT principles established at Fleming College, and that they can subsequently be implemented.

Related Documents

- *Harassment and Discrimination Prevention, Policy #3-311*
- *Student Rights and Responsibilities, Policy #5-506*
- Freedom of Information and Protection of Privacy legislation
- Software Copyright
- Residence Reznert Guidelines

Appendices

N/A

Monitoring of Operating Procedure

Next Review: 2016

Responsibility of: *Chief Information Officer*

Procedure Review Summary:

Section and Month date, year

Person/Department/Committee

Section and Month date, year

Person/Department/Committee

ADMINISTRATIVE OPERATING PROCEDURE

Procedure Title:	AUP and accessing another user's data
Procedure ID:	#6-601 OP
Approved by Executive Leaders Team:	<i>Original:</i> ELT <i>Revisions:</i> N/A
Effective Date:	June 1 st 2017
Next Review Date:	<i>Scheduled for 2 years</i>
Monitoring Responsibility:	CIO / ITS
Linked to a College Policy:	x Yes # 6-601 <i>Information and Communications Technology (ICT) Appropriate Use Policy</i> <input type="checkbox"/> No

Policy Statement

The College's Appropriate Use Policy (AUP) outlines exceptions to user privacy and subsequent access to a user's data by others.

Under Authorised Use Policy 6-601 > Section: 1.1

Exceptions to user privacy and subsequent access to user data exists as follows:

- To engage in technical maintenance repair and management
- To meet a legal requirement to produce information, including by e-discovery
- To ensure continuity of work (e.g. employee is sick or injured and work needs to be retrieved)
- To prevent misconduct and ensure compliance with the law

In such cases access to personal data shall only be given with due diligence of requesting such access via the CIO or in their absence a delegated authority.

This procedure defines the actions and responsibilities of the College users when a request is made to access another users' account data. Such evolutions are often highly technical in nature. To maintain clarity within a complex subject, the technical aspects of the work are defined in appendix A of this document

Scope

In Scope: The granting of a privacy exception for one employee to access the data resources of another employee, such as email, H: drive, etc. These types of requests are not uncommon as they often occur when an employee is unexpectedly away from the workplace or when an employee leaves the College.

Out of Scope: This document does not describe the ITS protocol as it pertains to legal discovery, legal compliance, litigation hold, employee access termination upon employment termination, any sensitive employment issues, or technical maintenance repair & management of IT resources that contain or handle personal user data.

Operating procedure

Each request can be highly specialised in nature covering a multitude of scenarios and technical solutions to achieve. Therefore the review and approval of such requests must come from a position that has the authority and context within which to balance policy vs business need. That is the CIO or delegated authority.

This procedure is built on the premise that no single user has absolute authority and ability to access another users' data. i.e. as the Policy holder on behalf of the College, exceptions are approved by the CIO but they should not have access to the actual tool set to conduct the search themselves.

The College will operate under the following principals

1. No single user has complete authority to approve and conduct a search
2. Requests for access to another users account may only come from an administrator.
3. Approval for access may only be granted by the CIO or in their absence their delegated authority after establishing the validity and need of the request.
4. If access is declined, a requestor should seek recourse via their ELT representative.
5. ITS will assess the request and only provide the minimum access to achieve the request
6. The administrator's actions when accessing another users data are subject to the Appropriate Use Policy
7. ITS will provide an auditable record of the actions taken, monitor status, and remove access within stated time lines
8. The user whose personal data has been accessed will be notified by ITS defining what access was given, to who, and why.

ITS will provide the following access services:

- access to personally assigned network space and, or, create new space for local user
- 'proxy' access to email account and, or, create new email account
- forwarding of email from one personal account to another
- monitoring and follow up to each request

Changes in technology are commonplace and services will adapt as tools and skillsets allow. Therefore the full procedure of ITS actions are detailed in annex A.

Related Documents

- College Policy #6-601, *Information and Communications Technology (ICT) Appropriate Use Policy*

Appendices

Forms that are generated by this operating procedure are listed and included with the document.

- Appendix A – Protocol for Proxy Access to Personal User Data

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History of Amendments/Reviews:

Section(s)	Date	Comments
e.g. New procedure	June 2017	• ELT approval of operating procedure (date of meeting)
e.g. Procedure reviewed and revised	Month year	• ELT approval of operating procedure (date of meeting)

AUP: Protocol for Proxy Access to Personal User Data

Document Information

Document Title	AUP: Protocol for Proxy Access to Personal User Data
Department	ITS
Owner	Roger Fitch, CIO
Author(s)	Paul Marchant, ITS Operations Manager
Publish Location	https://department.flemingcollege.ca/its/attachment/###/download
Revision Date	13-May-2016
Version #	1.0
Document Status	PUBLISHED

Document History

Version	Date	Details
1.0	13-May-2016	Initial version. /pm

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1 Objectives

This protocol is linked to College procedure <insert number here> and defines the specific actions ITS services take when granting an exception to User privacy for business continuity reasons.

In Scope: This document describes the ITS protocol & controls used when implementing proxy access to personal data. For example, the granting of a privacy exception for one employee to access the data resources of another employee, such as email, H: drive, etc. These types of requests are not uncommon as they often occur when an employee is unexpectedly away from the workplace or when an employee leaves the College.

Out of Scope: This document does not describe the ITS protocol as it pertains to legal discovery, legal compliance, litigation hold, employee access termination upon employment termination, any sensitive employment issues, or technical maintenance repair & management of IT resources that contain or handle personal user data.

2 Protocol Overview

Protocol Name:	AUP: Protocol for Proxy Access to Personal User Data
Owner:	CIO, Roger Fitch
Points-of-Contact:	IT Operations Manager, Paul Marchant IT Customer Services Manager, Barry Knight

2.1 Roles & Constraints

- **Requestor:** a **College Administrator** who initiates the request for an exception to the privacy of a network user.
- **Source User:** the network user account of a real-person whose personal user data is being accessed by others.
 - If the Source User is an employee of the College, the Requestor must be the manager of the Source User, either directly or by organizational hierarchy.
 - If the Source User is a student or third-party, the CIO will decide who is an appropriate Requestor is based on the specific circumstance.
- **Target User(s):** the user(s) who is/are receiving the privileged to access the personal data of the Source User. May or may not be the same as or include the Requestor.
- **NSA:** ITS staff who implements the systems changes to provide/facilitate access and subsequent removal.
- **Telecom Administrator:** ITS staff who implements the voice-mail password reset deliverable as required.
- **CIO (or designate):** approver of user privacy exception. In the CIO's absence, designated approvers are the Director of ISG or the VP Finance.
- **IT Customer Services Manager:** monitor and communicates the upcoming expiration of the privileges to the Requestor and Target User(s).

2.2 Privilege Access Deliverables

Depending on the circumstance and specific business continuity need, (e.g. redirecting new inquiries versus access to historical data), the Requestor, (in consultation with ITS as needed), indicates which type of access is needed:

- Provide the Requestor with a **new voice-mail password** in order to change greeting & access voice-mails.
- Email Server Administrator (NSA) configures the **out-of-office email responder**, (internal and/or external incoming emails) to the message(s) provided by the Requestor.
- Email Server Administrator (NSA) configures an automatic **forward (and retain) a copy of new incoming email** to alternate recipient(s) as specified by the Requestor.
- **Read-only access to a user's H:\ drive** for Target User(s).
- **Proxy access to a user's email mailbox** for Target User(s), excludes "Send As" abilities.

2.3 Protocol Oversight

At the ITS Leaders weekly meeting, the AUP Request bucket within the ticket system will be reviewed with respect to:

- New AUP Requests
- Requests pending CIO approval
- Upcoming access expirations
- Timely removal of access privileges

3 Process Steps

1. Request: The Requestor initiates the request, expressing the need & circumstance for the Target User(s) to be granted specific Privilege Access Deliverables belonging to a Source User.
2. Handling: The request should come in the form of an email to aup@flamingcollege.ca in order to automatically create a new ticket in the AUP bucket of the IT Ticket system. An NSA will be set as the owner of the ticket and responsible for bringing the in-queue request to the attention of the CIO. The IT Customer Services Manager will be set as a watcher of the ticket.

(If the CIO or one of the IT Leaders is emailed directly regarding an AUP request, it will be forwarded to this email address. If request comes in as a regular ITS Support Ticket it will be moved to the AUP bucket.)

3. Approval: The CIO or designate will indicate to the NSA in writing if approval is granted.
4. Implementation: The NSA will proceed to implement the approved access & log via the ticket the particulars of how the access was granted and the date it was given. The NSA will advise Requestor & Target User(s) of the newly provisioned access and provide them with instructions on how to access/connect to the Source User's data resources.

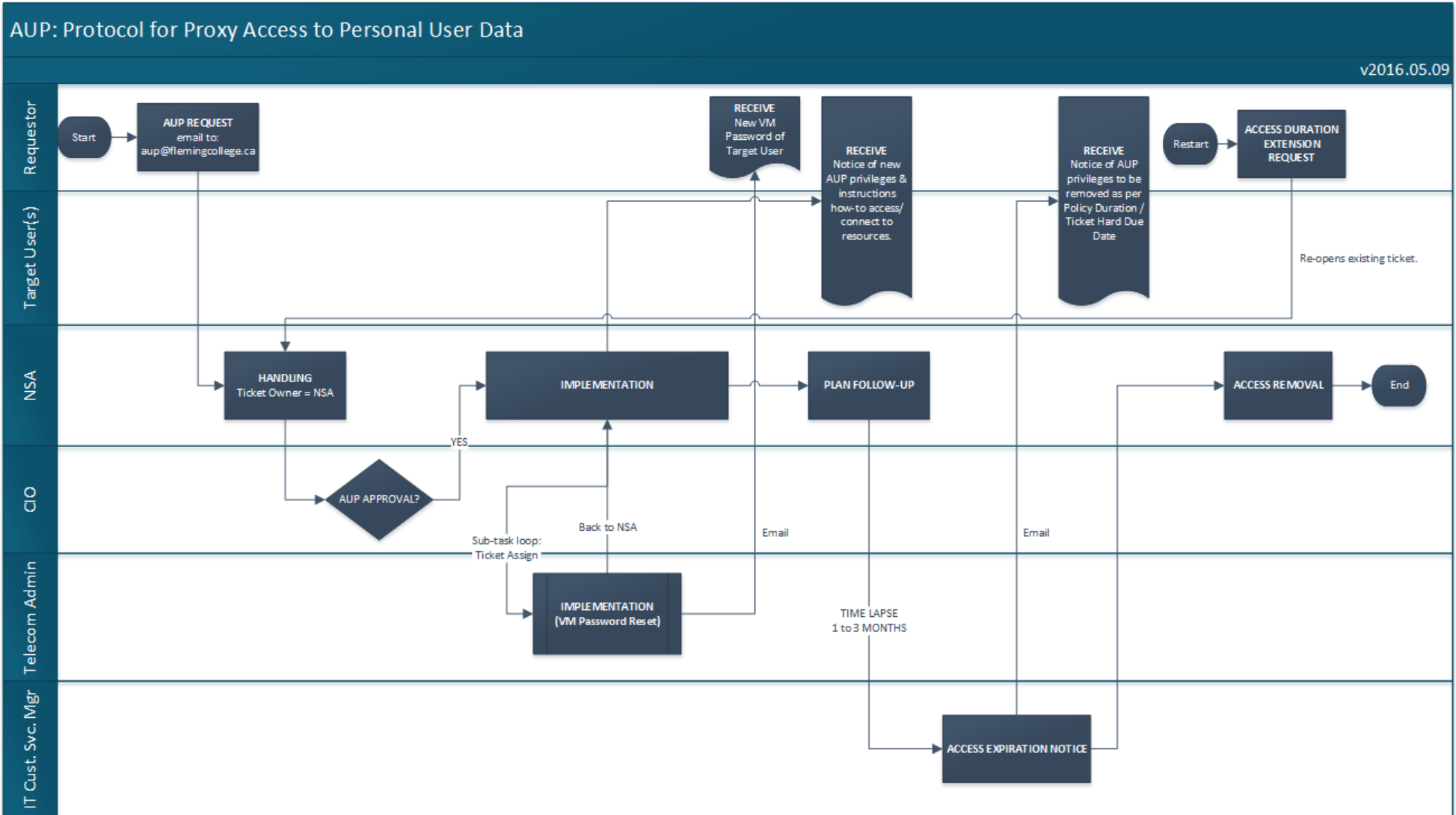
Note: If a voice-mail password reset is required, the ticket will be assigned to the Telecom Administrator to implement this deliverable and advise only the Requestor of the new voice-mail password. Once this portion is complete, the Telecom Administrator will assign the ticket back to the NSA.

5. Plan Follow-up: The NSA will set:
 - a. Status to Waiting for Reply
 - b. Ticket Owner as IT Customer Services Manager
 - c. Hard Due Date will be set by the NSA with the appropriate duration:
 - ☐ 1 month for full proxy account access
 - ☐ 3 months for mailbox proxy of forwarding access

6. Access Expiration Notice: Time elapses and 5-business days before Hard Due Date arrives:
 - a. The IT Customer Services Manager Administrator will notify the Requestor and Target User(s) via email that the AUP privileges will be removed on the Hard Due Date as per the duration specified by the AUP Policy.
 - b. IT Customer Services Manager will set the Ticket Owner as the NSA once the notice has been sent.
7. Access Removal: Unless the CIO has indicated to the NSA in writing than an extension is granted, the NSA is to proceed to remove the AUP provisioned access on the Hard Due Date. The NSA will log the access removal actions via the ticket and set the ticket status to Closed.

Note: Access Duration Extension Request: During or after Access Expiration Notice or Access Removal steps (6 & 7) have occurred, the Requestor may indicate that an extension is needed and the reason why. Regardless of ticket status, the existing AUP Ticket will be re-opened & re-used for subsequent duration extension request(s). An NSA will be set as the owner of the ticket, the ticket status set to 'open', and the NSA is again responsible for bringing the in-queue extension request to the attention of the CIO. From there, the process above will resume at step 3.) Approval.

3.1 Swim Lane Diagram



COLLEGE POLICY

Parking and Traffic	
Policy ID:	#4-426
Manual Classification:	Section 4 – Finance and Facilities
Approved by:	Board of Governors BoG April 29-2015 #5
Effective Date:	May 1, 2015
Next Policy Review Date:	May 2020
Administrative Contact for Policy Interpretation:	Vice-President Finance and Administration
Linked to an Operating Procedure:	<input checked="" type="checkbox"/> Yes #4-426 OP <input type="checkbox"/> No

Policy Statement

The grounds of Fleming College are private property including all parking areas, parklands, roads and pathways.

The College reserves the right to control parking and traffic on the campus, to prohibit access to any vehicle and to restrict parking or driving privileges at any time, in any parking lot, for emergencies, construction or other operational purposes.

Fleming College has no legal obligation to provide parking accommodations and assumes no responsibility for any damage or loss of a vehicle or its contents.

In general, the regulations for safe operation of a vehicle as described in the *Highway Traffic Act of Ontario* shall be the guidelines for safe operation of a vehicle on Fleming College property.

All persons operating a motor vehicle on campus are required to have a valid driver's license and liability insurance for their vehicle.

Purpose

This policy will provide clear direction and regulation for the safe and orderly movement and parking of vehicles at all Fleming College Campuses.

Scope

This policy shall apply to all students, employees, third party contractors and visitors to all Fleming College Campuses.

Definitions/Acronyms

N/A

General Principles

This policy and associated regulations will be based on the following three principles:

1. Promoting the safe movement of vehicles through and around campus and providing safe and welcoming parking areas for students, employees and visitors.

2. The fair application and enforcement of this policy and any of the associated regulations or procedures.
3. Parking shall be operated as an ancillary service which generates sufficient revenue for operational costs, capital investments and a reasonable contribution to the College for overhead costs related to administrative support.

Related Documents

- Administrative Operating Procedure #4-426OP, *Parking and Traffic Procedure*
- College Policy #4-402, *Community Access to College Facilities*
- College Policy #4-423, *Campus Security*
- Parking Regulations – Security and Parking Services
- Highway Traffic Act of Ontario

Appendices

N/A

Summary of Amendments/Reviews:

Section(s)	Date	Comments
New policy		

ADMINISTRATIVE OPERATING PROCEDURE

Procedure ID:	Parking and Traffic Procedure	
	#4-426 OP	
Approved by:	Executive Leaders Team	June 17, 2014
Effective Date:	May 1, 2015	
Next Review Date:	May 2018	
Monitoring Responsibility:	Director, College Facilities	
Linked to a College Policy:	<input checked="" type="checkbox"/> Yes # 4-426	<input type="checkbox"/> No

Policy Statement

The grounds of Fleming College, including all parking areas, parklands, roads and pathways, are private property.

The College reserves the right to control parking and traffic on the campus, to prohibit access to any vehicle and to restrict parking or driving privileges at any time, in any parking lot, for emergencies, construction or other operational purposes.

Fleming College has no legal obligation to provide parking accommodations and assumes no responsibility for any damage or loss of a vehicle or its contents.

In general, the regulations for safe operation of a vehicle as described in the *Highway Traffic Act of Ontario* shall be the guidelines for safe operation of a vehicle on Fleming College property.

All persons operating a motor vehicle on campus are required to have a valid driver's licence and liability insurance for their vehicle.

Definitions/Acronyms

N/A

Operating Procedure

1.0 POLICY ADMINISTRATION

The Manager, Public Safety and Parking has the overall responsibility for the administration of this policy and the associated regulations as well as other matters pertaining to the ongoing operation of Parking Services at Fleming College.

2.0 PARKING & TRAFFIC REGULATIONS

Detailed regulations regarding parking and traffic movement shall be created and made publicly available. The regulations shall include:

1. Direction to students, employees and visitors on the available types of parking.
2. A schedule of parking fees associated with the various types of parking.
3. A list of parking violations, penalty fees and enforcement actions.
4. A two-step appeal process and associated procedures.

3.0 POLICY ENFORCEMENT

The Manager, Public Safety and Parking shall have overall management responsibility for the enforcement of this policy, the associated regulations and the appeal process.

Campus Security Guards will have the primary responsibility for the issuing of Violation Notices for parking and traffic related infractions.

Related Documents

- College Policy #4-426, *Parking and Traffic*
- College Policy #4-402, *Community Access to College Facilities*
- College Policy #4-423, *Campus Security*

Appendices

- Appendix A – Sutherland Student Parking Application
- Appendix B – Frost Student Parking Application
- Appendix C – Full-Time Employee Parking Application
- Appendix D – Part-Time Employee Parking Application
- Appendix E – Payroll Deduction Form
- Appendix F – Parking Violation Notice Appeal Form

Summary of Amendments/Reviews:

Section(s)	Date	Comments
New procedure		

Appendix F to Operating Procedure 4-426 OP: *Parking Violation Notice Appeal Form*

To appeal a Fleming College Parking Violation Notice, please complete this form and submit it at the Information Booth at either the Frost or Sutherland Campus. Appeals must be submitted within 5 working days of the date the Parking Violation Notice was issued. Appeals submitted more than 5 working days after the offence notice was issued will not be reviewed or processed.

Name: (first and last)		Student/Employee#:	
Violation Notice#:		Date Notice Issued:	
Email Address:		Contact Phone #:	

Please provide a detailed reason for your appeal:

Parking Staff Use Only

Staff Name:		Date Received:	
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Decision:

Manager, Public Safety and Parking Use Only

Reviewed By:		Date Received:	
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Decision:

**SIR SANDFORD FLEMING COLLEGE
POLICY MANUAL**

POLICY NO. 4-412	APPROVED BY: BOARD OF GOVERNORS
PAGE NO. 1 OF 1	SUPERCEDES: 93-10
DATE APPROVED: March 8, 1995	
SUBJECT: SAFETY	

Sir Sandford Fleming College is committed to the protection of its employees against work-related injuries and illnesses.

In fulfilling this commitment, Sir Sandford Fleming College will provide and maintain a safe and healthy work environment, as is required to meet industry standards, and in compliance with legislative requirements. We will strive to eliminate workplace hazards which may result in personal injuries/illnesses, property damage and property loss.

Health and safety is the direct responsibility of all managers and workers alike. Accidental loss can be controlled through good management in combination with active employee involvement.

All employees will be equally responsible for minimizing accidents within our facility. Job practices and procedures will be clearly defined and available for all employees to follow.

All employees will perform their jobs properly, in accordance with established procedures and operating philosophy.

I trust that all of you will join me in a personal commitment to health and safety as a way of life.

*Original Signed by Brian Desbiens
and posted in lounges*

Date

Brian D. Desbiens

PROCEDURE: SAFETY 4-412

1.0 DEFINITIONS

(from the Occupational Health & Safety Act) ... for clarification of the wording in Sir Sandford Fleming College's Policy Manual.

1.1 "The Act" - "Occupational Health & Safety Act"

1.2 "Competent Person" - means a person who:

i) is qualified because of knowledge, training and experience to organize the work and its performance.

ii) is familiar with this Act and the regulations that apply to the work, and

iii) has knowledge of any potential or actual changes to health or safety in the workplace.

1.3 "Reasonable"- e.g. (taking every precaution reasonable in the circumstance)

i) past practice

ii) accepted established standards and regulations in industry

iii) establish new methods/to look forward

1.4 "Shared Ownership" - Employer>Supervisor>Workers

1.5 "Supervisor" - means a person who has charge of a workplace or authority over a worker.

1.6 "Workplace" - means any land, premises, location or thing at, upon, in or near which a worker works.

1.7 "Worker" - means a person who performs work or supplies services for monetary compensation.

2.0 ACCOUNTABILITY

Accountability is recognized by Sir Sandford Fleming College as shared ownership by:

2.1 THE EMPLOYER

- i) The President of Sir Sandford Fleming College, as the employer, will ensure & promote a safe and healthy working environment as a priority in every campus activity.
- ii) The Employer shall:
 - a) Ensure that reasonable precautions are taken to promote the health and safety of all employees.
 - b) Participate in the shared ownership of a safe and healthy working/learning environment.
 - c) Maintain responsibility for compliance with Federal and Provincial Legislations.
 - d) Provide financial support to equip workers with required protective equipment, clothing and devices, and ensure its proper usage.
 - e) Provide for health & safety training and education of employees on a continual basis, including First Aid & WHMIS, and as legislation changes.
 - f) Post a copy of the current Occupational Health & Safety Act in a conspicuous location at every campus or workplace where it is most likely to come to the attention of all employees.
 - g) Make, or cause to be made, a current inventory of all hazardous materials and all physical agents that are present in the workplace, and ensure that all required Material Safety Data Sheets are less than 3 years old.
 - h) Ensure that supervisors are competent as defined under the Act.

Ensure that a person appointed as a supervisor is:

I. qualified because of his/her knowledge, training and experience to organize the work and its performance,

II. familiar with the provisions of the Occupational Health and Safety Act and the regulations that apply to the work, and

III. has knowledge of any potential or actual danger to health or safety in the workplace."

A person so qualified is defined as being "competent" in the Act.

i) Upon receiving written recommendations on health and safety matters from a committee, will implement them within 21 days, or in writing respond with alternative approaches or justification for non-implementation.

2.2 SUPERVISORS

i) The immediate supervisors of College employees are the principal agents for the implementation and control of the Sir Sandford Fleming College Health & Safety Policy, and the procedures relating to it.

ii) Management employees chosen by the employer to supervise workers will be competent persons because they are knowledgeable and familiar with potential hazards that their workers are exposed to, or are likely to be exposed to.

iii) A Supervisor Shall:

a) Ensure that workers perform their work in an appropriate manner in accordance with the Occupational Health & Safety Act and other regulations, whereby protective equipment, clothing and/or devices will be properly worn.

b) Where prescribed, provide written instructions as to the proper procedures to be followed to ensure protection of the worker.

- c) Advise workers of the existence of potential hazards, or actual dangers in the workplace.
- d) Provide workers with training and educational opportunities to keep abreast of potential hazards and procedures relating to their protection.
- e) Respond to the Health & Safety Committee's recommendations, within the time frame specified by the Act. (21 days). The response must include schedules for implementation or justification for non-implementation, or for implementing alternative actions.
- f) Accompany Health & Safety Committee members during workplace inspections.
- g) Report potentially hazardous conditions in the workplace to the Health & Safety Committee.
- h) Annually review health & safety related procedures concerning their area(s) of immediate responsibility.

2.3 FACULTY & SUPPORT STAFF

- i) The effectiveness of a safety program is dependent upon appropriate preparedness and the attitude of all workers to be reflected in safe work practices for duplication by our students.

Workers Shall:

- a) Perform and fulfil job responsibilities in accordance with the Occupational Health & Safety Act and other regulations, whereby protective clothing, equipment and/or devices will be properly utilized or worn. Act as leaders in promoting a positive attitude toward safety for students, while providing them with College & curriculum specific safety training.
- b) Report hazards and potential hazards and any visible contraventions of the Act to their immediate supervisors.
- c) Provide assistance to Health and Safety Committee members as required.
- d) Become familiar with and comply with College emergency procedures and other health and safety related policies and procedures.

- e) Refrain from inappropriate conduct that may endanger themselves or others.
- f) Refrain from the removal of protective devices or parts of machinery without providing for adequate temporary protection for themselves and others.
- g) Refrain from operating equipment or devices in a manner that could potentially endanger themselves or others.
- h) Wherever possible, incorporate safety in the education of our students.
- i) Ensure that students are informed of health and safety issues for their particular areas of study and work.

2.4 THIRD PARTIES

- i) Organizations or individuals must conform to current Health & Safety Regulations & Legislations directly as well as College Health and Safety Policies & Procedures.
- ii) The liaison person for the College must ensure that third parties comply with all Health & Safety guidelines.

3.0 JOINT HEALTH AND SAFETY COMMITTEES

3.1 There will be a Joint Health and Safety Committee for Sutherland Campus (Included in Sutherland is Brealey, McDonnel, McRae and Cobourg) and for Lindsay Campus (Included in Lindsay is Frost and Haliburton).

- i) The composition, operation, and functions of the two Joint Health and Safety Committees will be reviewed annually to identify any amendments to policies.
- ii) Campuses that regularly employ less than twenty workers but more than five will be represented by one worker and one management representative. Representatives will be elected by the workers at each workplace and maintain the same commitment to improving health and safety conditions in the workplace, by actively participating in workplace inspections and investigations. Management representative may be appointed.

3.2 Each campus committee (Sutherland and Lindsay) will meet the minimum requirements of having two certified members. At least one management and one worker.

3.3 At least one certified worker committee member and at least one certified management committee member, will be designated as "The Certified Representatives" for their respective groups on the committee, and they will have the specified responsibilities as per the Act and the Collective Agreements.

3.4 Decisions and recommendations will be arrived at by consensus of the entire Joint Health & Safety Committee.

4.0 CAMPUS JOINT HEALTH AND SAFETY COMMITTEES

4.1 COMMITTEE COMPOSITION

i) There will be at least four members on the committee and it should be large enough so that the health and safety concerns of the entire campus are represented.

ii) At least 50% of the members of the committee must represent the workers and the remaining 50% of the committee will be supervisors appointed by management (ie: Vice President of Finance and Administration).

iii) The committee may invite representatives from College organizations or specialists to attend meetings as observers and/or advisors.

iv) The names and work locations of the committee members must be posted in the workplace, where they are most likely to be seen by the workers.

v) The worker committee members will serve on the committee for a term of two years, with half of the committee to have their term of office end in March each year. Certified members shall be a member of the Committee.

4.2 COMMITTEE OPERATION

i) The committee will report to the President of the College through the Executive Director of Finance & Facilities.

ii) The committee shall meet at least monthly rotating between campuses.

iii) The committee must be co-chaired by a member chosen by the representatives of the workers and the other by members who exercise managerial functions.

iv) As specified under the Act, members of the committee must observe basic rules of confidentiality regarding information about tests or enquiries, or names of any person from whom information was received. Information regarding names or programs will be treated as strictly confidential unless written permission is given by the person(s) involved to disclose the information.

v) An Agenda shall be prepared and circulated no later than three days before each meeting.

vi) The Draft Minutes of the previous meeting will be prepared and circulated to the members one week before each meeting.

vii) The Draft Minutes of the previous meeting will be discussed and if necessary amended, then approved at the Meeting. They will then be signed by both co-chairs and if amended, corrected and then distributed within a week to all members of the committee. A copy of the approved Minutes will be distributed to the Director of Finance & Facilities.

Facilities, and other locations as deemed necessary by the Joint Health & Safety Committee, and also made available on request to an inspector of the Ministry of Labour.

5.0 HEALTH & SAFETY COMMITTEE FUNCTIONS

5.1 COMMITTEE FUNCTIONS

i) The Committee's principal functions will be to identify any potential hazards, to evaluate these potential hazards, to recommend to management corrective actions that could be taken, and then to follow up on the implemented recommendations.

ii) Committee members are available to receive employee concerns, complaints and recommendations and provide input into any existing or proposed health and safety programs.

5.2 WORKPLACE INSPECTIONS

- i) Workplace inspections will be conducted in accordance with the Occupational Health & Safety Act, whereby the Health & Safety Committee members shall take part in workplace inspections.
- ii) The workplace will be inspected, at minimum, once per year, whereby sections of the workplace shall be inspected each month, until the entire workplace has been inspected.
- iii) Areas of the workplace that statistically report frequent hazardous conditions and/or accidents or injuries, as per Accident & Injury Reports, shall be inspected more frequently throughout the year at the direction of the Joint Health & Safety Committee.
- iv) A schedule of inspection locations and dates will be prepared by the Health & Safety Committee and distributed to management. The workplace inspection schedule will be reviewed annually.
- v) Inspection teams will be comprised of a minimum of two elected members of the committee and the manager (or designate) to inspect the area scheduled. If possible at least one member shall be a certified worker.
- vi) A copy of all Workplace Inspection Reports is to be sent to the Vice President Director of Finance & Facilities and appropriate areas for action.

6.0 ACCIDENT REPORTING AND INVESTIGATION

6.1 All accidents, injuries or incidents that could have resulted in an injury, occurring on Sir Sandford Fleming College property, or as a consequence of conducting Sir Sandford Fleming College business, will be reported, in accordance with College procedure(s).

6.2 All staff are required to ensure that any such incidents involving themselves, their students, their visitors, or anyone reporting to themselves are reported in accordance with the procedure(s).

6.3 Reporting will be on a standard report form designed for the College, which will be readily available to all staff from the area Manager or JHSC.

6.4 The Human Resources Department will maintain a central database of ALL incidents (accidents and near misses) which have been reported. Summary statistics, and other pertinent information, will be forwarded on a timely basis to JHSC's certified members.

6.5 Human Resources Department will publish an annual safety report based on an analysis of the year's reported incidents, as directed by JHSC.

6.6 All employees will receive an annual orientation regarding their responsibilities. Manuals and guidelines will be readily available.

7.0 COMMITTEE FINANCE

7.1 An annual budget will be submitted by the Health & Safety Committee, Vice President of Finance & Facilities.

COLLEGE POLICY

Sexual Violence Prevention	
Policy ID:	#3-343
Manual Classification:	Section 3 – Human Resources
Approved by Board of Governors:	<i>Original:</i> March 25, 2016
Revision Date(s):	December 14, 2016
Effective Date:	Replaces March 2016
Next Policy Review Date:	August 2019
Administrative Contact for Policy Interpretation:	<ul style="list-style-type: none"> • Vice-President Human Resources and Student Services • Vice-President Finance and Administration
Linked to Operating Procedure:	#3-343 OP <i>Sexual Violence Prevention</i>

Policy Statement

Sexual assault and sexual violence are unacceptable and will not be tolerated. Fleming College is committed to preventing sexual violence and creating a safe space for everyone in our College community. The College is expected to be a safe and positive space where members of the College community feel able to work, learn and express themselves in an environment free from sexual violence.

All reported incidents of sexual violence will be responded to in a manner that ensures procedural fairness. This policy's intention is to make individuals feel safe and enable them to make a report in good faith about sexual violence that they have experienced or witnessed.

We recognize that sexual violence can occur between individuals regardless of sexual orientation, gender, gender identity or relationship status as articulated in the Ontario Human Rights Code. We also recognize that individuals who have been affected by sexual violence may experience emotional, academic or other difficulties.

Purpose

This document sets out our policy and response procedure to sexual violence and ensures that those who experience sexual violence are believed and their rights respected; that the College has a process of fact finding that protects the rights of individuals; and holds individuals who have committed an act of sexual violence accountable.

Scope

It is the responsibility of all members of the College community to uphold the principles of this policy.

This policy and related operating procedure will apply in cases concerning students, employees, contractors and third party service providers as well as governors, volunteers or visitors of Fleming College:

1. occurring within or affecting people or property within the physical boundaries of the College;
2. occurring on or affecting College owned or controlled property, including student residences;
3. occurring with the use of computer and telephone systems, and College and private vehicles being used for college business or for travelling between work and study locations;
4. at a College-sponsored event;
5. occurring off-campus which are likely to have an impact on the working, living and/or learning environment at the College.

Incidents occurring off campus which have no or little likelihood of any impact on the working/learning/living environment at the College would be pursued by individuals through the regular external processes.

Reports by students regarding harassment or discrimination on the basis of any prohibited ground under the Ontario Human Rights Code may be addressed by College Policy #3-311, *Harassment and Discrimination Prevention*. Students who wish to make reports regarding inappropriate behaviour by students that is not on the basis of any prohibited ground, and is not related to sexual violence, are referred to College Policy #5-506, *Student Rights and Responsibilities*.

Issues related to other violent or threatening behaviour are addressed through College Policy #4-420, *Violence Prevention*.

Definitions/Acronyms

College Community: Any person who studies, teaches, conducts research at or works at or under the auspices of the College, or student governments and includes, without limitation, employees or contractors; appointees (including volunteer board members); students, visiting scholars and any other person while they are acting on behalf of or at the request of the College.

Complainant: The person who reports a policy infraction, in this case, a person who reports sexual violence that they have been affected by.

Respondent: A person who is responding to a report of a policy infraction. In this case, a person who is responding after being named in a report of sexual violence.

Sexual assault: A criminal offence under the *Criminal Code of Canada*. Sexual assault is any type of unwanted sexual act done by one person to another that violates the sexual integrity of the victim and involves a range of behaviours from any unwanted touching to penetration. Sexual assault is characterized by a broad range of behaviours that involve the use of force, threats, or control towards a person, which makes that person feel uncomfortable, distressed, frightened, threatened, or that is carried out in circumstances in which the person has not freely agreed, consented to, or is incapable of consenting to.

Sexual violence: Any sexual act(s) targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation. Instances of sexual violence covered by this policy include those that occur in person, through a third party, or online.

Sexual consent: The voluntary and explicit agreement to engage in the sexual activity in question. It is the act of willingly agreeing to engage in specific sexual behaviour, and requires that a person is able to freely choose enthusiastically, at multiple stages, in a mutually agreed upon sexual experience. This means that there must be an understandable exchange of affirmative words, acts or gestures which indicates a willingness to participate. It is also imperative that everyone understands the following:

- Silence or non-communication must never be interpreted as consent and a person in a state of diminished judgment cannot consent.
- A person is incapable of giving consent if they are asleep, unconscious or otherwise unable to communicate.
- A person who has been threatened or coerced (i.e. is not agreeing voluntarily) into engaging in the sexual activity is not consenting to it.

- A person who is drugged is unable to consent.
- A person is usually unable to give consent when under the influence of alcohol and/or drugs (including prescription medication and over the counter medications that may interact with other drugs and/or alcohol).
- A person may be unable to give consent if they have an intellectual, developmental or physical disability preventing them from fully understanding the sexual acts.
- The fact that consent was given in the past to a sexual, dating, or domestic relationship does not mean that consent is deemed to exist for all future sexual activity.
- A person can withdraw consent at any time during the course of a sexual encounter.
- A person is incapable of giving consent to a person in a position of trust, power or authority, such as, a faculty member initiating a relationship with a student who they teach, or an administrator in a relationship with anyone who reports to that position.
- Consent cannot be given on behalf of another person.

It is the responsibility of the initiator of sexual activity to ensure clear and affirmative responses are communicated at all stages of sexual engagement. It is also the initiator's responsibility to know if the person they are engaging with sexually is a minor.

For more information on related terms, please see Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention*.

General Principles

1. We are committed to:

- 1.1 assisting those who have been affected by sexual violence by providing choices, including detailed information and support, such as provision of and/or referral to counselling and medical care, information about legal options, and appropriate academic and other accommodation;
- 1.2 ensuring that those who disclose an experience of sexual violence are believed, and that their right to dignity and respect is protected throughout the process of disclosure, fact finding and institutional response;
- 1.3 educating about, and addressing harmful attitudes and behaviours (e.g. adhering to myths of sexual violence) that reinforce that the person who experienced sexual violence is somehow to blame for what happened;
- 1.4 treating individuals who disclose sexual violence with compassion recognizing that they are the final decision-makers about their own best interests;
- 1.5 ensuring that on-campus (internal) fact finding procedures are available in the case of sexual violence, even when the individual chooses not to make a report to the police;
- 1.6 engaging in appropriate procedures for fact finding and adjudication of a report which are in accordance with College policies, standards and applicable collective agreements, and that ensure fairness and procedural fairness;
- 1.7 ensuring coordination and communication among the various departments who are most likely to be involved in the response to sexual violence on campus;
- 1.8 engaging in public education and prevention activities on the topic of sexual violence and bystander intervention;

- 1.9 providing information to the College community about our sexual violence policies and procedures;
- 1.10 providing appropriate education and training to the College community about responding to disclosure of sexual violence;
- 1.11 contributing to the creation of a campus atmosphere in which sexual violence is not tolerated; and
- 1.12 monitoring and updating our policies and procedures to ensure that they remain effective and in line with other existing policies and best practices.

2. Reporting and Responding to Sexual Violence

- 2.1. Any employee at Fleming Community that becomes aware of, or witnesses an incident of sexual violence has a responsibility to report that behaviour to their Supervisor, via the online report form, to College Security and/or the Police as appropriate for the circumstances. Other members of the College community are strongly encouraged to report sexual violence incidents they witness or have knowledge of, or where they have reason to believe that sexual violence has occurred or may occur. In all instances, the survivor should be advised that a report will be made, and they will first be given the opportunity to make the report themselves (with or without employee support). If the employee is reporting an incident, the survivor's name will be kept anonymous if the survivor has not given express consent to disclose. Members who have been affected by sexual violence are encouraged to come forward to report as soon as they are able to do so.
- 2.2 Persons in a position of authority, including persons directing the activities of others, shall take immediate action to respond to, or to prevent sexual violence from occurring.
- 2.3 Where the College becomes aware of incidents of sexual violence that pose a risk to the safety of the College community, the College shall take all reasonable steps to ensure safety as a matter of priority.

3. Reporting and Fact Finding Process

A report of sexual assault or any other kind of sexual violence can be filed under this Policy by any member of the college community. The decision making power is always with the survivor about whether they would like to disclose to anyone. If they choose to, they also decide which type of report they would like to make. This includes the choice to file an informal, formal and/or police report (see Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention* for more information).

Measures to ensure the emotional and physical safety of the survivor can and will be made (see Accommodations section 6 of Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention*).

The College will seek to achieve procedural fairness in dealing with all reports. As such, no sanction and/or disciplinary action will be taken against a person or group without their knowledge where there is a reported breach of this Policy. Respondents will be given reasonable notice, with full details of the report, and provided with an opportunity to answer to the report(s) made against them.

- 3.1 Right to Withdraw a Report: A complainant has the right to withdraw a report at any stage of the process. However, the College may continue to act on the issue identified in the report in order to comply with its obligation under this Policy and/or its legal obligations. If this is the case, the complainant always has the right to decide to no longer participate.

3.2 Protection from Reprisals, Retaliation or Threats: It is contrary to this Policy for anyone to retaliate, engage in reprisals or threaten to retaliate against a complainant or other individuals for:

- having pursued their rights under this Policy;
- having participated or co-operated in a fact finding process under this Policy; or
- having been associated with someone who has pursued rights under this Policy.

The College takes reasonable steps to protect persons from reprisals, retaliation and threats. This may entail, for example, advising individuals in writing of their duty to refrain from committing a reprisal and sanctioning individuals for a breach of this duty. The College may also address the potential for reprisals by providing an accommodation appropriate in the circumstances.

3.3 Multiple Proceedings: This policy does not preclude a complainant from initiating an alternative report procedure, for example, to use the police process (if the action warrants), launch a civil lawsuit, complain to the Human Rights Tribunal of Ontario, the Ministry of Labour, or to access the grievance procedures outlined in their collective agreements and the terms and conditions of their employment.

Where criminal and/or civil proceedings are commenced in respect of the report of sexual violence, the College shall conduct its own independent investigation into such reports, and make its own determination in accordance with this policy and its related procedure – as long as a formal college report has been made. Where there is an ongoing police investigation, the College will cooperate with local police. This would likely involve the College pausing their process to allow the police to do their investigation. The College will resume their process at the earliest time available.

3.4 Rights of the Complainant and the Respondent: The person who reports an experience of sexual violence (Complainant) has the right to provide supporting documents, call witnesses, and be notified about the outcome of any determination or appeal decision. The complainant also is protected from any questions about their manner of dress, sexual history, private counselling, or academic records.

The respondent has the right to provide supporting documents, call witnesses, and be notified about the outcome of the determination of findings and/or appeal decision. The respondent also has the right to only have a report substantiated based on a balance of probabilities (which means that it is either more likely or not likely that the incident(s) of sexual violence occurred as defined within the procedure). This is consistent with the burden of proof required by civil law and is different from the beyond a reasonable doubt burden required by criminal law.

Complainants and respondents may attend meetings with a (non-participating) support person. The College considers requests to attend meetings with additional support persons and with legal or other representation on a case-by-case basis, with a view to promoting a fair and expeditious process. The College may still question and expect direct answers from an individual who is being supported.

3.5 Unsubstantiated or Vexatious Reports: If a person, in good faith, discloses or files a sexual violence report that is not supported by evidence gathered during the fact finding process, that report will be dismissed.

Disclosures or reports that are found, following the fact finding process, to be frivolous, vexatious or bad faith reports, that is, made to purposely annoy, embarrass or harm the respondent, may result in sanctions and/or discipline against the complainant.

3.6 Record Keeping: All records resulting from formal Sexual Violence Prevention reports will be kept in a secure central registry, and are not a part of the academic record. Keeping these records will be the responsibility of the Administrator of the Sexual Violence Prevention Policy, under the direction of the Associate Vice-President Student Services. Access to these records will be restricted to appropriate College employees as per the Colleges' Access to Privacy Policy, or as may be required by law. All records will be kept according to College Policy #6-603, *Data Record Retention and Disposition*.

Statistical information on the number, nature and type of reports will be kept and reports will be filed annually by the Administrator of the Sexual Violence Prevention Policy. This information may be shared with the Ministry of Advanced Education and Skills Development in accordance with Schedule 3, section 17.7 of Bill 132 *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment)*, 2016.

Where the report has not been substantiated, no reference will be placed in the personnel or student file of either party. When an individual has made a report that is later found to have been vexatious or made in bad faith, and discipline has been imposed, a letter regarding the same will be placed in his/her personnel file or student file.

Once each year, an individual may appeal to the Vice-President Human Resources and/or Student Services to have the letter on file removed, a decision which is at the discretion of the College.

4. Confidentiality

Confidentiality is particularly important to those who have disclosed sexual violence. The confidentiality of all persons involved in a report of sexual violence must be strictly observed, and the College does its best to respect the confidentiality of all persons, including the complainant, respondent, and witnesses. The College will do this by restricting access to information for individuals without a need for such access, and by providing education and training to those who are regularly involved in the administration of reports and complaints. We will treat individuals who disclose sexual violence with compassion, recognizing that they are the final decision-makers about their own best interests.

However, confidentiality cannot be assured in the following circumstances:

- an individual is at imminent risk of self-harm;
- an individual is at imminent risk of harming another;
- there is a concern about the safety or welfare of a child; and/or
- there are reasonable grounds to believe that others in the College or wider community may be at risk of harm.

In such circumstances, the confidentiality of all persons involved in a report of sexual violence must be strictly observed, and the College does its best to respect the confidentiality of all persons, including the complainant, respondent, and witnesses. In such a case, the complainant has the right to choose not to participate in any investigation that may occur.

Where the College becomes aware of a report of sexual violence by a member of the College community against another member of the College community, the College may also have an obligation to take steps to ensure that the matter is dealt with in order to comply with the College's legal obligation and/or its policies to investigate such reports. In such cases, certain College administrators will be informed about the reported incident on a "need to know" and confidential basis, but not necessarily of the identities of the persons involved.

5. Publication and Training

The College will ensure awareness of this policy by:

- 5.1 Making the policy available to any existing and new members of the College. The full document will be posted on the Fleming website.
- 5.2 Providing training to all employees, ensuring those persons with managing, supervising, and leadership responsibilities are aware of their obligations under the policy and are able to implement its requirements.
- 5.3 Providing training to employees and student groups on the process for responding and addressing incidents of sexual violence, including specifics on bystander intervention.

6. Development and Approval of this Policy

- 6.1 The development of the current and future iterations of this policy will be reviewed in consultation with representatives of faculty, staff and student governing bodies for the provision and consideration of input from a diverse selection of Fleming College Community members. This policy will be reviewed every three years in accordance with review guidelines articulated in Bill 132 Schedule 3 of the Ministry of Training, Colleges and Universities Act.

Related Documents

- *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment), 2016* and O.Reg. 131/16, *Sexual Violence at Colleges and Universities*
- Administrative Operating Procedure #3-343 OP, *Sexual Violence Prevention*
- College Policy #5-506, *Student Rights and Responsibilities*
- Administrative Operating Procedure #5-506 OP, *Student Rights and Responsibilities*
- College Policy #4-420, *Violence Prevention*
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*
- College Policy #3-311, *Harassment and Discrimination Prevention*
- Administrative Operating Procedure #3-311, *Harassment and Discrimination Prevention*
- College Policy #4-412, *Safety*
- College Policy #6-601, *Information and Communication Technology Appropriate Use Policy*
- College Policy #6-603, *College Data Record Retention and Disposition*
- Academic Collective Agreement
- Support Staff Collective Agreement
- Ontario Human Rights Code
- Occupational Health and Safety Act
- Residence Community Standards (in Student Handbook)

Appendices

N/A

History of Amendments/Reviews:

Section(s)	Date	Comments
New policy	created 2015	Framework endorsed by Committee of Presidents • Board approval of policy (Resolution BoG March 25-2015 #6)
Full review - policy renamed	April through August 2016	Required as a result of new legislative requirements • Board approval of policy (Resolution BoG Dec14-2016 #1)

ADMINISTRATIVE OPERATING PROCEDURE

Sexual Violence Prevention	
Procedure ID:	#3-343 OP
Approved by Executive Leaders Team:	<i>Original:</i> March 26, 2015
Revision Date(s):	October 2016
Effective Date:	Replaces March 2015
Next Review Date:	2018
Monitoring Responsibility:	Associate Vice-President Student Services
Linked to College Policy:	#3-343 <i>Sexual Violence Prevention</i>

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- Silence or non-communication must never be interpreted as consent and a person in a state of diminished judgment cannot consent.
- A person is incapable of giving consent if they are asleep, unconscious or otherwise unable to communicate.
- A person who has been threatened or coerced (i.e. is not agreeing voluntarily) into engaging in the sexual activity is not consenting to it.
- A person who is drugged is unable to consent.
- A person is usually unable to give consent when under the influence of alcohol and/or drugs (including prescription medication and over the counter medications that may interact with other drugs and/or alcohol).
- A person may be unable to give consent if they have an intellectual, developmental or physical disability preventing them from fully understanding the sexual acts.
- The fact that consent was given in the past to a sexual, dating, or domestic relationship does not mean that consent is deemed to exist for all future sexual activity.
- A person can withdraw consent at any time during the course of a sexual encounter.
- A person is incapable of giving consent to a person in a position of trust, power or authority, such as, a faculty member initiating a relationship with a student who they teach, or an administrator in a relationship with anyone who reports to that position.
- Consent cannot be given on behalf of another person.

It is the responsibility of the initiator of sexual activity to ensure clear and affirmative responses are communicated at all stages of sexual engagement. It is also the initiator's responsibility to know if the person they are engaging with sexually is a minor.

Other Relevant Terms

Age of consent for sexual activity: The age at which a person can legally consent to sexual activity. In Canada:

- Children under 12 cannot consent to sexual acts
- 12 and 13 year-olds can consent to sexual activity with youth who are up to 2 years older
- 14 and 15 year-olds can consent to sexual activity with a person who up to 5 years older
- No person under the age of 18 is able to consent to being in sexualized pictures or videos

Coercion: In the context of sexual violence, coercion is unreasonable and persistent pressure for sexual activity. Coercion is the use of emotional manipulation, blackmail, threats, intimidation, or the promise of rewards or special treatment, to persuade someone to do something they do not wish to do, such as being sexual or performing particular sexual acts.

Drug-facilitated sexual assault: The use of alcohol and/or drugs (prescription or non-prescription) by a person to control, overpower or subdue a victim/survivor for purposes of sexual assault.

Rape Culture: A culture in which dominant ideas, social practices, media images, and societal institutions implicitly or explicitly condone sexual assault by normalizing, accepting or trivializing sexual violence and by blaming survivors for their experience.

Survivor: Some who have experienced sexual violence may choose to identify as a survivor. Individuals might be more familiar with the term “victim”. We use the term survivor throughout this policy where relevant because some who have experienced sexual assault believe they have overcome the violent experience and do not wish to identify with the victimization. It is the prerogative of the person who has experienced these circumstances to determine how they wish to identify.

Under the Influence of Substances (drugs and/or alcohol):

When the amount of alcohol or drugs consumed (voluntarily or involuntarily) impacts someone’s decision making capacity, awareness of consequences, and ability to make fully formed judgments; this individual lacks the capacity to give consent (to understand the ‘who, what, when, where and why’ of their sexual interaction).

Sexual activity with someone who one knows to be, or based on circumstances should reasonably have known to be, mentally or physically incapacitated (by drug or alcohol use, unconsciousness or a blackout) constitutes sexual assault.

Some signs of a person being under the influence, where they may not be able to consent are overt and others are more subtle, every person will look different. Some evidence of may include:

- Slurred speech;
- Bloodshot eyes;
- The smell of alcohol on one’s breath;
- Shakiness;
- Vomiting;
- Unusual/strange behaviour; and/or
- Unconsciousness.

The initiator of sexual activity (regardless of their level of sobriety) should always err on the side of assuming a party to be under the influence to the point of diminished judgement, rather than risking committing sexual assault. It is the responsibility of the initiator of sexual activity to ensure clear, capable and affirmative responses are communicated at all stages of sexual engagement.

Operating Procedure

1. Immediate Response if you Have Experienced or Been Affected by Sexual Violence

1.1 Go to a safe place

- If you live in residence, you may want to connect with a trusted friend or a member of the Residence Life Staff
- If you do not live in residence or are not a student, you may want to connect with a trusted friend or relative if you feel physically or emotionally unsafe.
- For immediate support by telephone:
 - Contact the confidential crisis support line of Kawartha Sexual Assault Centre **705-741-0260 / 1-866-298-7778** available 24/7 seven (7) days a week.
 - Contact 911 in an emergency situation to be connected with your local police department.

1.2 Get medical attention as needed

- Peterborough Regional Health Centre: 1 Hospital Drive, Peterborough, ON
- Lindsay: Ross Memorial Hospital: 10 Angeline St N, Lindsay, ON
- Cobourg: Northumberland Hills Hospital: 1000 DePalma Dr., Cobourg, ON
- Haliburton: Haliburton Highlands: 7199 Gelert Rd. Haliburton, ON

If you attend at Peterborough Regional Health Centre (PRHC) a specially trained Sexual Assault Nurse Examiner will be called in for your care. If you attend another emergency department they will assist you in transferring to PRHC after you are medically cleared. These Nurses are on-call 24/7.

- **The Sexual Assault Nurse Examiners at PRHC provide the following options for care:**
 - Emergency health care
 - Full physical assessment
 - Forensic evidence collection and photo documentation
 - Free HIV post-exposure medication (within 72hrs)
 - Free testing and treatment for sexually transmitted infections (STI's),
 - Free medication for pregnancy prevention (within 5 days)
 - Immediate and follow-up counselling
 - Risk assessment and safety planning
 - Assistance navigating the complex network of services
 - Comprehensive, evidence based care to victims/survivors within the 4 counties – includes people of all genders and all ages.

- Individuals chose which services are right for them. Police will not be involved without your consent. To contact a Sexual Assault Nurse Examiner call 706-743-2121 ext. 0 and Switchboard will connect you with them.

- If you need transportation support, please see Residence Life Staff, Security, or Counsellors. If off campus, please contact Victim Services – police will not be involved without your consent: 1-888-822-7729 (Peterborough/Northumberland) 1-800-574-4401 (Kawartha Lakes/Haliburton)

1.3 Seek out support and counselling (see Section 2 of this document)

1.4 Get advice on available options for reporting (See Section 3 of this document)

2. Options for Follow-up Support (after immediate needs are met)

It is often difficult to disclose and report incidents of sexual violence. Although it is entirely up to each survivor (over the age of 16) to report an incident of sexual violence, we encourage survivors to do so. The continuum of choice includes anonymous and informal reporting at the College through to police reporting. By making a report, the College can track similar incidents of violence and vulnerable areas of campus to ensure a safer campus experience. A number of other resources on campus are available to you. Please note, a person making a report can request to speak with a security guard, counsellor, residence life staff or case manager of a specific gender in effort to make them as comfortable as possible when making their report.

Places to go to get support include:

- Student Rights and Responsibilities Officer 705-749-5530 x 1137
- Campus Security (8000 from a campus phone (24/7 service), 705-749-5530 x8000 from an outside line) or the Information Booth.
- Counselling services: Sutherland/Cobourg Campus 705-749-5530 x 1527
Frost/Haliburton Campus 705-324-9144 x 3320
- Residence Life Staff (located in every residence building)
- Student Government: Sutherland: 705-749-5547
Frost: (705) 324-9144
- Human Rights Officer (located in Human Resources): 705-749-5530 x1982
- Kawartha Sexual Assault Crisis Line (24/7 service) – 705-741-0260/1-866-298-7778

Anyone who has experienced or been affected by sexual violence has the right to:

- be treated with dignity and respect,
- be believed,
- be informed about on- and off-campus services and resources,
- decide whether or not to access available services and to choose those services they feel will be most beneficial,
- decide whether to report to the College and/or local police,
- have an on-campus investigation with the institution's full co-operation,
- meet with Counselling Services and/or Campus Security to develop a plan of action in order to better equip oneself to deal with a situation that potentially puts your safety at risk (Safety Plan),
- have reasonable and necessary actions taken to prevent further unwanted contact with the respondent.

3. Filing a Report

There is a range of reporting options, based on the wants/needs of the person who has experienced sexual violence. Anyone receiving a disclosure is encouraged to provide information on the options available, but the decision of which type of report to file is solely the decision of the complainant.

3.1 Informal/Information Report

Informal reports help the College have an informed understanding of occurrences and needs within the College community. Reports work to create a safer environment for everyone. If you report an incident of sexual violence to any College employee, as an employee of the College, they are obligated to report any disclosures; however, you can remain anonymous. **Please note: without a formal report an investigation is unlikely.** Confidentiality is of the utmost importance, but in rare circumstances, confidentiality may not be assured. For more information on confidentiality, please see Section 4 of the Sexual Violence Prevention Policy.

To file an online report, please use the following link:

<https://department.flemingcollege.ca/sexual-assault/reporting-an-incident/>

To file a report in person, please contact:

- The Office of Student Rights and Responsibilities 705-749-5530 x 1137
- Security: (x8000) or go to the information booth and request security
- Human Rights Officer (located in Human Resources) 705-749-5530 x1982

3.2 Formal College Report

If you would like to make a formal report of having experienced sexual violence, please call Campus Security at 8000 (from a campus phone) 705-749-5530 x8000 (from an outside line), contact a Residence Life Staff, the Student Rights and Responsibilities Officer or the Human Rights Officer and they will assist you by providing resources and support. You may wish to bring a supportive person, such as a family member, friend or staff person with you. This report is not anonymous. Respondents will be given notice, with full details of the report. If a complainant is concerned about their safety through this process, please see Section 6 – Accommodations and within Section 8.2 - Interim measures for support and options available.

To file an online report, please use the following link:

<https://department.flemingcollege.ca/sexual-assault/reporting-an-incident/>

To file a report in person, please contact:

- The Office of Student Rights and Responsibilities 705-749-5530 x 1137
- Security: (x8000) or go to the information booth and request security
- Human Rights Officer (located in Human Resources) 705-749-5530 x1982

3.3 Police Report

Individuals who have experienced sexual violence may also wish to report this to their local police. Residence Life Staff, Counsellors, the Student Rights and Responsibilities Officer and Campus Security can all assist you with contacting the local police and will inform you about what to expect. You may make both a College Report as well as a Police Report.

Please note: You can access Victim Services without having to make a police report. They can inform you about what to expect when making a police report, and the justice system process, so you understand all legal options available to you.

- Victim Services Peterborough and Northumberland: 1-888-822-7729
- Victim Services Kawartha and Haliburton: 1-800-574-4401

If you choose to contact police, you have the following rights:

- the right to ask for a male or female officer when making your report
- the right to have a support person with you when you make a report
- the right to withdraw a report at any time in the process (this may or may not mean the police discontinue the investigation – but you can always choose to not be a part of it)
- the right to make a confidential report, where you want to give the police information and access supports, but you do not want them to pursue a formal investigation (like the College, in certain circumstances they may continue without having to name you or indicate your involvement until a later date if they choose to pursue a charge. This assists police in tracking the behaviours and trends of possible perpetrators of sexual assault).

4. What to do if you witness or receive a disclosure of Sexual Violence

A supportive response includes:

- Listening without judgment and accepting the disclosure as true;
- Communicating that sexual violence is never the responsibility of the survivor;
- Helping the individual identify and/or access available on- or off-campus services, including emergency medical care and counseling;
- Respecting the individual's right to choose the services they feel are most appropriate and to decide whether to report to the police and/or the College.

Any employee at Fleming Community that becomes aware of, or witnesses an incident of sexual violence has a responsibility to report that behaviour to their Supervisor, via the online report form, to College Security and/or the Police as appropriate for the circumstances (Please see section 3.1). Other members of the College community are strongly encouraged to report sexual violence incidents they witness or have knowledge of, or where they have reason to believe that sexual violence has occurred or may occur. It is important to remember, that a complainant's identity will remain anonymous unless you have their consent to disclose this information. Employees will operate within the limitations outlined in Section 4 "Confidentiality" of College Policy #3-343, *Sexual Violence Prevention*, which states that "we will treat individuals who disclose sexual violence with compassion, recognizing that they are the final decision-makers about their own best interests".

If you need support in understanding reporting options, please see Section 3 of this document, contact Campus Security at x 8000 (from a campus phone), 705-749-5530 x8000 (from an outside line) or see the educational website information at: <https://department.flemingcollege.ca/sexual-assault/>.

5. Accommodations

Students seeking accommodations can connect with Counselling Services to ensure that they receive all necessary accommodations and supports. Counselling Services will liaise with appropriate campus partners to assist in identifying the most appropriate accommodations and supports for the complainant. Accommodations may include, but not be limited to, extended time on assignments, changing classroom, work or living proximity of the complainant and respondent, or implementing scheduling of service access times for the complainant to ensure the respondent is not present. Please note, you are not required to file a formal complaint to obtain supports, services, or appropriate accommodation from the College.

Employees who require accommodation as a result of sexual violence can make an appointment with the Human Rights Officer who will liaise with Human Resources to facilitate the appropriate accommodation.

6. Roles and Responsibilities of the College Community

While everyone on campus has a role to play in responding to incidents of sexual violence, some campus members have specific responsibilities, which include:

- On campus counselling and health supports to provide psychological and emotional support, assist with safety planning, and make referrals to other services, including medical services;
- Faculty, staff and administrators to facilitate academic accommodations and other academic needs of those who have been affected by sexual violence (see section 6);
- Residence staff to facilitate safe living arrangements to the best of their abilities
- Human resources to assist with any incidents relating to employees;
- Managers and Deans to ensure, as much as reasonably practical, that no employees are subjected to workplace sexual violence. To take reports of sexual violence seriously, and follow-up appropriately. Take corrective action with anyone under their direction who subjects another Fleming College community member to sexual violence;
- Security to assist with gathering evidence, to implement measures to reduce sexual violence on campus, and to collaborate with police as appropriate;
- Case managers to follow procedural fairness principles while engaging in the fact finding and decision making process. This includes treating all parties involved with dignity and respect;
- All community members to recognize, understand and be proactive against rape culture, and demeaning myths around sexual assault. It is all community member's responsibility to create a respectful, safe environment for the students and employees at Fleming College.

7. How the College Responds to Reports of Sexual Violence

Where a complaint of sexual violence has been reported to the College, the College will exercise care to protect and respect the rights of both the complainant and the respondent. The College understands that individuals who have experienced sexual violence may wish to control whether and how their experience will be dealt with by the police and/or the College. In most circumstances, the person will retain this control. However, in certain circumstances, the College may be required to initiate an internal investigation and/or inform the police, even without the complainant's consent, if the College believes that the safety of other members of the College community is at risk. The confidentiality and anonymity of the person(s) affected will be prioritized

in these circumstances. The complainant also has the right to not participate in any investigative process.

A report of sexual violence may also be referred to the police or to other community resources at the complainant's request.

Sexual violence is a violation of the Sexual Assault and Sexual Violence Policy; it is considered a serious offence and will be addressed in a manner which is consistent with other serious offences.

As creating open and accessible options for reporting is a priority, amnesty will be provided to complainants who were under the influence of alcohol and/or drugs when they experienced sexual violence. The College will not pursue an investigation or disciplinary measures if the alcohol or drug use of the complainant was in violation of the Student Rights and Responsibilities Policy, or Residence Student Handbook.

7.1 Informal Report Response

The College will log the information, and may engage in preventative or responsive measures on a global scale (examples include increasing security presence, or doing educational work in a particular area of the college). In rare situations, if there is a threat present, the College may have to act in the best interest of public safety, which can include informing the police. Confidentiality is of the utmost importance, but in rare circumstances, confidentiality may not be assured. For more information on confidentiality, please see Section 4 of College Policy#3-343, *Sexual Violence Prevention*.

7.2 Formal Report Response – Where the complainant is a student

The Administrator of the Sexual Violence Prevention policy will acknowledge receipt of the report to the contact information provided in the report, within two (2) business days, except in exceptional circumstances.

A Case Manager will be assigned as the one main contact person for the case. This ensures that a person only has to make their report to one person and there is no unnecessary repetition of the facts. The Case Manager hearing the report shall ensure that there is procedural fairness, taking care to see that all persons affected by the report are given a reasonable opportunity to present their case and that the Case Manager listens fairly to all sides and reaches a decision without bias. Within ten (10) days, of receiving the report the complainant and respondent will be met with separately and follow-up meetings with witnesses may also take place, if applicable. Depending on the situation, the Case Manager may also have to have additional meetings with the complainant and/or respondent to gain further clarity. The Case Manager may request documents or other resources that are relevant to the fact finding process. The Case Manager will share details of the report with the respondent. Information provided by the respondent may be reviewed by the complainant and vice versa as necessary. The Case Manager may consult with the Behaviour Assessment Management Team (see Administrative Operating Procedure #4-420 OP, *Violence Prevention Appendix B* for more information) in many situations, where only pertinent details of the case are discussed. The Case Manager will provide a written response to the complainant and the respondent within fifteen (15) business days (except in exceptional circumstances) from receipt of the report.

In cases where the report has not been dealt with within fifteen (15) business days in the manner described above, the complainant or respondent can take their complaint to the Associate Vice-President Student Services. This complaint must be made in writing. The Associate Vice-President Student Services will investigate the reasons for the delay and respond in writing within three (3) business days with a course of action. Some reasons a

report may be delayed can include if people involved are not available, making it not possible for a full and fair fact finding process. Or if police become involved, their process must occur before the College can begin/complete the fact finding process about the policy violation.

Interim Measures:

Interim measures are measures taken to ensure the safety of all participants involved during the investigation process. Interim measures are not punishment and do not represent a finding of misconduct, but rather work to reduce the possible impacts of further harm to both the complainant and respondent. The College may impose interim measures immediately, without a hearing. Respondents may ask the College to review a decision to impose interim measures, but only to address the impact of the imposed measure and the preference for other alternatives. These measures are temporary for the duration of the investigative process and may be removed or replaced by sanctions based on the outcome of the investigation.

Some examples of possible interim measures may include, but are not limited to:

- A behavioural contract outlining specific conditions, such as no contact;
- A student being moved from one section of their program to another;
- A student being moved within residence, or removed from residence;
- A student being asked to participate in their academics online or from home;
- A temporary dismissal or suspension of academic or work privileges, including access to College campuses and/or residence.

7.2.1 Determination and Resolution

At the conclusion of the fact finding process, the Case Manager will write a draft report stating whether or not the report is substantiated based on the balance of probabilities (which means it is either more likely or not likely that the incident(s) of sexual violence occurred as defined by this operating procedure). This is consistent with the burden of proof required by civil law and is different from the beyond a reasonable doubt burden required by criminal law. After a decision has been made, the Case Manager will send a written decision to the respondent outlining the decision and what action is to be taken, if any, within fifteen (15) business days of the completion of the meetings, except in exceptional circumstances. The complainant will receive the determination of findings and corrective action that has and will be taken. This report will not provide specific details of disciplinary action or sanctions issued.

7.2.2 Possible Sanctions

If a person is deemed to have violated the Sexual Violence Prevention Policy, sanctions may be imposed by the Case Manager under the direction of Administrator of the Sexual Assault and Sexual Violence Policy. It is possible for a complainant to request a mediation or restorative process, to do so, they must make this known to the Case Manager.

Sanctions and remedies applied as a result of the processes outlined in this policy will take into account the outcome(s) requested by the complainant.

The following criteria will be considered in determining the appropriate level of sanction:

- The seriousness/severity of the incident(s),
- The reliability of the information gathered,
- The documented history of the respondent (or the complainant in the case of vexatious reports) regarding related issues or incidents

Possible sanctions for students include:

- a) **Written Reprimand:** a formal letter to the student that will remain on file for the duration of a student's time at the College. The letter includes a description of the behaviour in question, a description of the consequences if the behaviour is repeated, or other policies are violated may be cause for more severe disciplinary action within a stated time period, and information regarding resources within the College that students can access for assistance.
- b) **Behaviour Contract:** a written agreement between the College and the student which specifies certain behaviours that the student must comply with. It will normally limit campus activities and may include specific terms and conditions.
- c) **Suspension:** refers to exclusion from classes, field placement and other privileges or activities for a stated period of time. Suspension will normally include exclusion from the campus and property belonging to the College for a stated period of time. Any sanction calling for the suspension of the student for more than five days must be approved by the Associate Vice-President Student Services. Readmission may be sought under conditions established by the College at the time of suspension. Readmission conditions will be documented in writing or the student at the time of the suspension. Students who have been given an extended suspension will be required to meet with the Associate Vice-President Student Services if they wish to re-apply for admission as outlined in the suspension letter.
- d) **Expulsion:** refers to the termination of a student's access to academic instruction, including access to College campuses for non-academic conduct. Any sanction calling for the expulsion of a student must be approved by the Associate Vice-President Student Services

7.2.3 Adherence to Sanctions

Failure to adhere to imposed sanctions means the student will face further disciplinary action, including up to expulsion from the College. No refunds or fees will be issued for any College related activities in accordance to College policies.

7.3 Formal Report Response – When an employee is involved

Reports involving employees will be addressed in accordance with College Policy #3-343, *Sexual Violence Prevention* by following the procedures set out in Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*, and in any applicable collective agreement. If the complaint is sustained following an investigation, the College will decide on the appropriate disciplinary actions consistent with any applicable collective agreement and the Harassment and Discrimination Prevention Policy regarding discipline.

7.4 Formal Report Response – When the Respondent is not a student nor an employee

Contractors, suppliers, volunteers or visitors who attend on campus will be subject to complaints if they engage in prohibited conduct. Where a complaint against the respondent is substantiated, the College will take appropriate action.

All contractual relationships entered into by the College will be governed by a standard contract compliance clause stating that contractors must comply with the Sexual Violence Prevention Policy and the Ontario *Human Rights Code*, including co-operating in investigations. Breach of the clause may result in penalties, cancellation, or other sanctions.

7.5 Appeal Procedure

For all student appeals related to this policy, please see the process online at: <https://department.flemingcollege.ca/srr/appeal-process/>.

For all employee appeals, please see Appendix C of Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*:

<https://department.flemingcollege.ca/hr/working-at-fleming/policies-and-procedures/>

There is no formal appeal process for supplier, volunteer or visitor violations.

7.6 Communicating with Individuals who have Experienced Sexual Violence

Sensitive and timely communication with individuals who have experienced sexual violence and their family members (when individuals consent to this communication) is a central part of the College's first response to sexual violence. To facilitate communication, the College will:

- Ensure that designated employees in Security, Counselling, Human Resources, Residence, the office of Student Rights and Responsibilities, and Student Government, who are knowledgeable about sexual violence, are responsible for advocacy on campus on behalf of employees, students or any other member of the College community who have experienced sexual violence;
- Ensure designated employees respond in a prompt, compassionate and personalized fashion;
- Ensure that the complainant and respondent are provided with reasonable updates about the status of the College's process, when a process is undertaken.

8. Other Resources and Supports Available

Information and resources are available online at <https://department.flemingcollege.ca/sexual-assault/>.

Related Documents

- *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment), 2016* and O.Reg. 131/16, *Sexual Violence at Colleges and Universities*
- College Policy #3-343, *Sexual Violence Prevention*
- College Policy #5-506, *Student Rights and Responsibilities*
- Administrative Operating Procedure #5-506 OP, *Student Rights and Responsibilities*
- College Policy #4-420, *Violence Prevention*
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*
- College Policy #3-311, *Harassment and Discrimination Prevention*
- Administrative Operating Procedure #3-311, *Harassment and Discrimination Prevention*
- College Policy #4-412, *Safety*
- College Policy #6-601, *Information and Communication Technology Appropriate Use Policy*
- College Policy #6-603, *College Data Record Retention and Disposition*
- Academic Collective Agreement
- Support Staff Collective Agreement
- Ontario Human Rights Code
- Occupational Health and Safety Act
- Residence Community Standards (In Student Handbook)

Appendices

N/A

History of Amendments/Reviews:

Section(s)	Date	Comments
New	March 2015	Framework endorsed by Committee of Presidents

Review
- procedure renamed
- definitions updated
- section 8 re-written

April through August
2016

Required as a result of new legislative requirements
• ELT approval of revisions to procedure (September 13, 2016 meeting and email feedback)

Acknowledgements:

A number of resources contributed to the development of this document, including the sexual assault policies and procedures from several colleges and universities in Ontario, notably, Durham College, University of Guelph and Lakehead University, as well as the METRAC discussion paper on sexual assault policies on campuses.

ADMINISTRATIVE OPERATING PROCEDURE

Smoking and Tobacco Use Operating Procedure		
Procedure ID:	#4-413 OP	
Approved by:	Executive Leaders Team	February 10, 2015
Effective Date:	February 19, 2015	
Next Review Date:	June 2018	
Monitoring Responsibility:	Manager, Public Safety and Parking	
Linked to a College Policy:	<input checked="" type="checkbox"/> Yes #4-413	<input type="checkbox"/> No

Policy Statement

Smoking is prohibited:

- a. Everywhere on College grounds other than Designated Smoking Areas (DSA).
- b. Inside College buildings, including residences, sheds and storage containers.
- c. Inside College-owned vehicles including cargo areas.
- d. Within 9 meters of any door, window or air intake.

Smokeless tobacco products are prohibited:

- a. Inside College buildings, including sheds and storage containers.
- b. Inside College-owned vehicles, including cargo areas.

Definitions/Acronyms

Smoking: includes tobacco or other substances used in cigarettes, cigars, cigarillos pipes or hookas.

Smokeless Tobacco: includes chewing tobacco, snuff, smokeless pouches, electronic cigarettes and other forms of loose left tobacco.

Marijuana: for the purpose of this policy, the definition of marijuana shall be the same as the definition found in the Controlled Drugs and Substances Act as amended from time to time.

Operating Procedure

1.0 Enforcement

- 1.1 All College employees are expected to assist in the enforcement of the Smoking and Tobacco Use Policy #4-413 by:
 - a. Asking persons they observe to be in violation to move to a DSA.
 - b. Report violators to Campus Security if a person refuses to move to a DSA.
- 1.2 Campus Security will take the following action with individuals they find in violation:
 - a. Inform the violator of the College policy.
 - b. Request identification for documentation purposes.
 - c. Request the person move to a Designated Smoking Area.
 - d. Complete a report regarding the violation for action as required.
- 1.3 Once identified as being in violation of this Policy, students and employees are subject to such sanctions as determined by Administration.

1.4 Persons that refuse to provide identification to Campus Security shall be deemed to be trespassers and shall be dealt with accordingly.

2.0 Sanctions

2.1 All incidents will be documented and kept on file by Campus Security and forwarded to the appropriate school, department or administrators as required.

2.2 Students found in violation of this policy shall be subject to the following sanctions:

1 st Offence	Written Warning	Issued by guard who observed the violation
2 nd Offence	\$25.00 Penalty	Billed to student's account
3 rd Offence	Conduct Sanction	Incident will be referred to the Student Rights and Responsibilities Policy for further sanction

2.3 Employees found in violation of this policy shall be subject to the following sanctions:

1 st Offence	Written Warning	Issued by guard who observed the violation
2 nd Offence	Supervisor	Incident reported to immediate supervisor for corrective action
3 rd Offence	Executive	Incident reported to School/Department Executive leader for corrective action

3.0 Designated Smoking Areas

3.1 All Designated Smoking Areas shall be placed outdoors, in open space in order to maximize ventilation and compliance with the standards outlined in the Smoke Free Ontario Act.

3.2 All Designated Smoking Areas will be positioned at least 9 meters from any entrance, window or air intake. Signs will be posted indicating the area as a Designated Smoking Area.

4.0 Traditional Use of Tobacco by Aboriginal Persons

4.1 Nothing in this policy prohibits an Aboriginal person from smoking tobacco holding lighted tobacco if the activity is carried out for traditional Aboriginal cultural or spiritual purposes.

4.2 Such activities shall be limited to areas designated by the College.

5.0 Medical Marijuana Use

5.1 Medical use of marijuana is prohibited in Designated Smoking Areas.

5.2 Medical use of marijuana by any employee or student shall be accommodated on a case by case basis and must be arranged through the College Human Rights Officer.

Related Documents

- College Policy #4-413, Smoking and Tobacco Use
- College Policy #4-423, Campus Security
- Smoke Free Ontario Act

Appendices

None

Summary of Amendments/Reviews:

Section(s)	Date	Comments
Regular review; new format	February 2015	Incorporates changes to legislation

COLLEGE POLICY

Smoking and Tobacco Use	
Policy ID:	#4-413
Manual Classification:	Section 4 – Finance and Facilities
Approved by:	Board of Governors <i>BoG Feb 18-2015 #4</i>
Effective Date:	February 19, 2015
Next Policy Review Date:	2020
Administrative Contact for Policy Interpretation:	Vice-President Finance and Administration
Linked to an Operating Procedure	<input checked="" type="checkbox"/> Yes #4-413 OP <input type="checkbox"/> No

Policy Statement

Smoking is prohibited:

- a) Everywhere on College grounds other than Designated Smoking Areas (DSA).
- b) Inside College buildings, including residences, sheds and storage containers.
- c) Inside College-owned vehicles including cargo areas.
- d) Within 9 meters of any door, window or air intake.

Smokeless tobacco products are prohibited:

- a) Inside College buildings, including sheds and storage containers.
- b) Inside College-owned vehicles, including cargo areas.

Purpose

To provide members of the College community and visitors to the College an environment free from the health risk of second hand smoke.

Scope

This policy applies to all employees, students and visitors to all campuses.

Definitions/Acronyms

Smoking: includes tobacco or other substances used in cigarettes, cigars, cigarillos pipes or hookas.

Smokeless Tobacco: includes chewing tobacco, snuff, smokeless pouches, electronic cigarettes and other forms of loose left tobacco.

Marijuana: for the purpose of this policy, the definition of marijuana shall be the same as the definition found in the Controlled Drugs and Substances Act as amended from time to time.

General Principles

As a postsecondary institution and employer, Fleming College has a moral and legal obligation to provide a safe and healthy environment for our community members to study, work and live.

Medical evidence has proven that smoking, smokeless tobacco and second-hand smoke present a serious health hazard. The Smoke Free Ontario Act was enacted to regulate smoking in the workplace, and it serves as a guide for the standards set out in this policy.

Related Documents

- Administrative Operating Procedure – Smoking and Tobacco Use #4-413 OP
- College Policy #4-423 – Campus Security
- Smoke Free Ontario Act

Appendices

None

Summary of Amendments/Reviews:

Section(s)	Date	Comments
New policy	May 1991	--
Full policy	November 1993	Regular review
Full policy	June 22, 2011	Regular review
New format, title change	February 2015	Regular review; incorporates changes to legislation

COLLEGE POLICY

Student Rights and Responsibilities	
Policy ID:	#5-506
Manual Classification:	Section 5 – Student Services
Approved by Board of Governors:	<i>Original:</i> September 2, 1992
Revision Date(s):	May 24, 2006; June 25, 2014; Dec 14, 2016
Effective Date:	Replaces June 2014
Next Policy Review Date:	2022
Administrative Contacts for Policy Interpretation:	<ul style="list-style-type: none"> • Vice-President Human Resources and Student Services • Vice-President Academic
Linked to Operating Procedure:	#5-506 OP <i>Student Rights & Responsibilities</i>

Policy Statement

Admission to Fleming College carries with it certain rights and responsibilities. There is an expectation that students will conduct themselves as responsible members of the College community. The College will create a climate of understanding and mutual respect for individual dignity and worth, in which each person has the opportunity to develop as an individual and contribute positively to the College community.

Purpose

The College shall publish a set of procedures regarding the rights and responsibilities of students that shall:

- promote the primary right of the student to learn and to refrain from interfering with the rights of others,
- promote respect for the integrity of the learning process,
- promote a respect for the dignity of all members of the College community,
- communicate the responsibilities to all members of the College community,
- provide a system of procedural due process to protect the rights of all concerned, and,
- provide an equitable system of enforcement.

Scope

It is the responsibility of all members of the College community to uphold the principles of this policy.

This will apply in cases concerning students, employees, contractors and third party service providers as well as governors, volunteers or visitors of Fleming College:

1. occurring within or affecting people or property within the physical boundaries of the College;
2. occurring on or affecting College owned or controlled property, including student residences;
3. occurring with the use of computer and telephone systems, and College and private vehicles being used for college business or for travelling between work and study locations;
4. at a College-sponsored event;
5. occurring off-campus which are likely to have an impact on the working, living and/or learning environment at the College

Incidents occurring off campus which have no or little likelihood of any impact on the environment at the College would be pursued by individuals through the regular external processes.

Any student who violates any section of the Criminal Code of Canada or any other federal, provincial, municipal statute, College policy or regulations while on College property or at a College activity is subject to this policy.

Reports by students regarding harassment or discrimination on the basis of any prohibited ground under the Ontario Human Rights Code may be addressed by College Policy #3-311, *Harassment and Discrimination Prevention*.

Students who wish to make reports regarding sexual violence should refer to College Policy #3-342, *Sexual Violence Prevention*.

Any student who has a complaint about their program of study or any other academic concern should refer to College Policy #2-201, *Academic Regulations*

Definitions/Acronyms

College Community: Any person who studies, teaches, conducts research at or works at or under the auspices of the College and includes, without limitation, employees or contractors; appointees (including volunteer board members); students, visiting scholars and any other person while they are acting on behalf of or at the request of the College.

FIPPA: Freedom of Information and Protection of Privacy Act of Ontario

General Principles

1.0 STUDENT RIGHTS

As with all other individuals in Ontario, students at Fleming College enjoy rights under both the Ontario Human Rights Code and the Canadian Charter of Rights and Freedoms, and Accessibility for Ontarians with Disabilities Act. Fleming College is subject to these statutes and supports the students' right to legitimately and appropriately exercise these rights and freedoms. The extent of a right or freedom may reasonably vary with the circumstances, so that an exercise of a right which may be appropriate in a public place, may not be appropriate at an educational institution. All students have the right to a safe environment that is free from harassment or reprisals.

At Fleming College, the student's most essential right is the right to learn. In this regard, students have a number of specific rights.

1.1 To Learn

1. The right to receive reasonable accommodation to compensate for a documented physical, learning or psychological disability.
2. The right to physical conditions within the College facilities that promote learning and well-being.
3. The right to be treated with respect and dignity by College employees.
4. The right to be considered the owners of any work submitted for which the College does not provide the materials.
5. The right to own any project work when the materials are purchased by the student.
6. The right to see his or her own submitted course work and the right to have the evaluation explained if applicable within the Academic Regulations timeframe and impartially graded.

7. The right to receive academic information as may be necessary to understand the requirements to successfully complete their course or program of instruction, including course information sheets for each course of study.

1.2 **To Privacy**

In recognition of students' rights, under the Freedom of Information and Protection of Privacy Act of Ontario (FIPPA), the College shall protect the privacy of student records and will make records available to Students in accordance with the provisions of that statute. Students under the age of majority in Ontario will also fall under FIPPA.

1. The right of confidentiality and access to personal records as provided for under the "Freedom of Information and Protection of Privacy Act". All student records and information, including academic, health, and student conduct are considered to be confidential personal information, which will be protected. Refer to College Policy #5-503, *Maintenance of and Access to Student Records*.

1.3 **To Be Informed**

1. The right to receive the rules and regulations of the College that affect students, including all policies, procedures and regulations, at the beginning of the academic year.
2. The right to accessibility of the College's definition of cheating and plagiarism and the consequences for such acts of academic dishonesty.
3. The right to inquire into, and be informed about, the reasons for the rules and regulations which affect students.

1.4 **To Be Heard**

1. The right to address appropriate College administration for changes to the rules and regulations that affect students.
2. The right to have the Student Government or other student representation be present during a meeting.
3. The right to make a complaint concerning academic or other College matters and to receive a response.
4. The right to be informed of, and be able to respond to, allegations of unacceptable behaviour or any conduct for which sanctions may be imposed.

1.5 **To Appeal**

1. The right to appeal, subject to the Student Rights and Responsibilities policy, any decision/sanction taken or imposed by the College as a result of a formal process affecting his or her standing within the Fleming community. For all other College appeals refer to the particular policy for specific procedures.

1.6 To Organize

1. The right to form, join in, or take part in a lawful group or organization for intellectual, religious, social, economic, political, cultural or recreational purposes subject to College policy.

1.7 To Use College Facilities

1. The right, as a member of a student body recognized by the College, to use facilities designated by the College as available for student use, including religious and spiritual purposes. Students will abide by any College regulations in regard to such use, including the payment of fees or expenses.

2.0 STUDENT RESPONSIBILITIES

Within the Fleming Community, the student's most fundamental responsibility is to actively take responsibility for his/her own learning, supporting and promoting an environment that is conducive to learning for all. The responsibilities listed below and the specific examples of breaches of those responsibilities are designed to educate and to ensure that a safe, equitable and respectful learning environment is maintained at Fleming College. Students who breach any of these responsibilities may receive a sanction according to the associated procedures. Students have a right to expect that all other members of the College Community will meet the standard of behaviour outlined in the following responsibilities.

2.1 Respect for Persons

Students have the responsibility to respect the well-being, and the sense of personal worth and dignity of other students and members of the College Community.

Breaches of this responsibility include, but are not limited to the following:

- a) Any student who assaults any person on College property or any member of the College Community, whether on College property or while at a College activity.
- b) Any student who threatens, communicates or acts in an intimidating manner against any person on College property or any member of the College Community, whether on College property or while at a College activity.
- c) Any student who commits an act of sexual violence against any other person or threatens another person with sexual violence on College property or elsewhere (as a result of College-related business). This includes, but is not limited to, sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, degrading sexual imagery, distribution of sexual images or video without consent, cyber harassment and cyber stalking (refer to College Policy #3-343, *Sexual Violence Prevention*).
- d) Complaints of sexual harassment are dealt with through the Harassment and Discrimination Prevention policy established by the College (refer to College Policy #3-311, *Harassment and Discrimination Prevention*).
- e) Any student who harasses another person on College property or any member of the College Community, whether on College property or while at a College activity on any grounds, including but not limited to ancestry, place of origin, colour, ethnic origin, citizenship, sex, marital status, family status, disability, race, creed, sexual orientation, age or economic status. Violations of the Ontario Human Rights Act will be dealt with through the Harassment and Discrimination Prevention policy established by the College.
- f) Any student who makes false statements, whether written or spoken, which are damaging to the reputation of another member of the College Community.

- g) Any student who acts in a disrespectful way to another person while on College property or while at a College activity including but not limited to yelling, swearing, using profanity or by using demeaning speech, communication or gestures.

2.2 **Respect for Property and College Facilities**

Students have the responsibility to respect College Property, the property of other members of the College Community and to respect the proper use of College facilities. Acts of theft should also be reported to the police.

Breaches of this responsibility include but are not limited to the following:

- a) Any student who commits an act of theft or is in possession of stolen property while on College property, or engages in an act of theft or possession of stolen property affecting the property of the College or any member of the College Community.
- b) Any student who fails to return borrowed College property after the date for its return and/or demand for its return has been made.
- c) Any student who intentionally or carelessly damages or defaces College property or the property of any member of the College Community.
- d) Any student who litters the campus.
- e) Any student who enters any part of College property where that person has no right to be or who enters College property after having been excluded from entry by a sanction or legitimate order from a College agent or employee is a trespasser.
- f) Any student who violates the Information Technology Appropriate Use Policy.
- g) Any student who disobeys rules and regulations concerning the use of campus buildings and other College owned or operated facilities.
- h) Any student who possesses, duplicates or uses any College key without proper authorization.

2.3 **Maintain Orderly Learning and Working Environment**

Students have the responsibility to contribute to an orderly learning and working environment while on campus or any other learning experience associated with the College.

Breaches of this responsibility include but are not limited to the following.

- a) Any student who disrupts a class, laboratory, placement situation, field trip, extra-curricular activity or who is disruptive in a resource centre, whether by sounds or actions, or by failing to follow the directions of any teacher, or person in authority.
- b) Any student who by sounds or actions creates a disturbance anywhere on College property, or otherwise interferes with the peaceful use of College property by others.
- c) Any student who creates a false alarm on College property by any means.
- d) Any student who is in possession of a weapon including a weapon restricted or prohibited by the Criminal Code of Canada on College property or at a College activity (outside of accepted curricular activities related to weapons) for purposes not otherwise approved. Refer to College Policy #4-407, *Firearms*.

2.4 **Alcohol and Prohibited Substances**

Students have the responsibility not to abuse alcohol, medical or prohibited substances while on College property or at a College activity.

Breaches of this responsibility include but are not limited to the following:

- a) Any student who is on College property or is involved in a College activity and is in a state of intoxication due to alcohol consumption or another substance.
- b) Any student who is in possession of alcohol while on College property or while involved in a College-related activity, except where such possession is licensed, authorized or permitted under the laws of the province of Ontario.
- c) Any student who is in possession of any substance prohibited under the Controlled Drugs and Substances Act or the Food and Drug Act while on College property or involved in a College activity or who offers or sells such substances.

2.5 **Honesty**

Students have the responsibility to be honest with respect to academic matters and to be honest when dealing with other members of the College Community.

Breaches of this responsibility include but are not limited to the following:

- a) Any student who breaches academic integrity. Refer to College Policy #2-201, *Academic Regulations*.
- b) Any student who misrepresents any fact to the College or fails to disclose a fact, or assists another to do so, where such misrepresentation affects admission, matters of academic standing or another College process.

Related Documents

- Administrative Operating Procedure #5-506 OP, *Student Rights and Responsibilities*
- College Policy #3-343, *Sexual Violence Prevention*
- College Policy #4-420, *Violence Prevention*
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*
- College Policy #3-311, *Harassment and Discrimination Prevention*
- Administrative Operating Procedure #3-311 OP, *Harassment and Discrimination Prevention*

Appendices

N/A

History of Amendments/Reviews:

Section(s)	Date	Comments
Student Responsibilities policy #3-326 created	1992	<ul style="list-style-type: none"> • Board approval of policy (Resolution BoG Sept 2-1992 #3) Reviewed, minor revisions (August 1999)
Policy reviewed and revised, renamed and reclassified as policy #5-506	May 2006	<ul style="list-style-type: none"> • Board approval of policy/procedure (Resolution BoG May 24-2006 #6)
Reviewed and updated	2014	<ul style="list-style-type: none"> Extensive revisions made to operating procedure portion of the document • Board approval of policy including procedure (Resolution BoG June 25-2014 #7)
Reviewed and updated following legislative requirements of Bill 132	August-October 2016	<ul style="list-style-type: none"> Ensures consistency with existing College policies. Separation of procedure from policy. • Board approval of policy (Resolution BoG Dec14-2016 #1)

ADMINISTRATIVE OPERATING PROCEDURE

Student Rights and Responsibilities	
Procedure ID:	#5-506 OP
Approved by Executive Leaders Team:	<i>Original:</i> September 2, 1992
Revision Date(s):	May 24, 2006; June 25, 2014; Sept 13, 2016
Effective Date:	Replaces June 2014
Next Review Date:	June 2019
Monitoring Responsibility:	Associate Vice-President Student Services
Linked to a College Policy:	# 5-506 <i>Student Rights and Responsibilities</i>

Policy Statement

Admission to Fleming College carries with it certain rights and responsibilities. There is an expectation that students will conduct themselves as responsible members of the College community. The College will create a climate of understanding and mutual respect for individual dignity and worth, in which each person has the opportunity to develop as an individual and contribute positively to the College community.

Definitions/Acronyms

College Community or Fleming Community: Any person who studies, teaches, conducts research at or works at or under the auspices of the College and includes, without limitation, employees or contractors; appointees (including volunteer board members); students, visiting scholars and any other person while they are acting on behalf of or at the request of the College.

FIPPA: Freedom of Information and Protection of Privacy Act of Ontario

Operating Procedure**PREAMBLE**

Students attending Fleming College are expected to know and understand their rights and responsibilities. These expectations allow for each person to have the opportunity to develop as an individual and contribute positively to the College community. From time to time, members of the College Community may feel that a student has violated their responsibilities as a student at Fleming. The College encourages the resolution of complaints informally and in a timely manner. Individual circumstances, however, may make an informal resolution impractical or inappropriate. The College recognizes mental health may be a factor influencing behaviour and where appropriate will work with a student(s) to mitigate or manage their symptoms.

When a formal report of non-academic misconduct is submitted, the Student Rights and Responsibilities Officer (or designate) will review the allegation and may decline to proceed with the Student Rights and Responsibilities process (and will inform in writing) in cases where the resulting opinion is:

- a) The report falls within the jurisdiction of another policy, procedure or regulation and it is more appropriate to proceed under that policy, procedure or regulation.
- b) The report does not constitute a violation of, or is outside the scope of, non-academic misconduct, as defined by the Student Rights and Responsibilities Policy and Procedure.
- c) The report has been adequately addressed by another process;

- d) The report could more appropriately be addressed through conflict resolution coaching, mediation, or other non-disciplinary options.
- e) The report is being addressed by another process and it is unreasonable to put the allegation in abeyance pending the outcome of such a process.
- f) The report is deemed trivial, false, frivolous or vexatious.

1.0 PROTECTION FROM REPRISALS

In order to protect individuals who make use of this policy or participate in proceedings as part of the complaint procedure, the College prohibits reprisal or threats of reprisal against these individuals and will take appropriate action against those who disregard this prohibition.

2.0 TIME LIMITS

A complaint may be made by students registered at the time of the occurrence of the incident giving rise to the complaint. A complaint must be made within 30 days of the incident(s) except in extenuating circumstances which, in the opinion of the College, would justify an extension.

Complaints on behalf of a student by a third party will only be accepted as an informational report and an investigation cannot take place without the person directly involved participating in the complaint process.

3.0 VIOLENT OR POTENTIALLY VIOLENT SITUATIONS

In order to protect the safety of all members of the College Community, violent or potentially violent situations must be dealt with expediently. This means involving the College's Behavioural Management Assessment Team (see Administrative Operating Procedure #4-420 OP, *Violence Prevention* Appendix B for more information) and/or proper authorities, including police and security, in a timely manner. Procedural fairness will be used to respond to complaints in a timely manner after a situation of immediate violence or potential violence has been managed.

In the event of a violent incident or imminent danger:

- Move to a safe location
- Contact Police, dial 911
- Call College security at ext. 8000 where there is a guard service
- Contact your supervisor or any manager (for employees)
- Contact any college employee (for students)

4.0 VIOLATIONS OF STUDENT RIGHTS

A member of the college community has the right to lodge a complaint if they feel their rights have been violated or that a student has violated their responsibilities. A person who lodges a complaint is called "complainant" through the rest of this procedure. The person named in a complaint is called "respondent" throughout this procedure.

4.1 Informal Resolution Process

Informal processes are an alternative to a formal complaint process in effort to find mutual conflict resolution between two or more parties. It is encouraged for students and employees to begin with

one of these options, as appropriate. It is recognized that informal processes will not be appropriate in all cases, and as such, formal process are also one of the options available to respond to policy violations under this policy. Similarly, if the issue is unresolved, or behaviour escalates beyond informal conflict resolution capacities, the student, or the employee may always pursue the formal complaint process at any point. The following options for informal resolution include:

4.1.1 Dialogue: If a student has a complaint about the actions of a College employee, another student, or a member of the College community feels that a student has violated their responsibilities, they are encouraged to meet with that person in an attempt to resolve the conflict. In cases where the incident precipitating the complaint is of a serious nature (e.g. assault or threatening behaviour) the complaint will be dealt with under the formal complaint process. If the complainant does not feel comfortable speaking with the person directly, they are encouraged to speak with the manager or employee responsible for the department in question, that individual will work with the student to resolve the issue as they have the specific knowledge necessary to respond (See Conflict Coaching in 4.1.2).

4.1.2 Conflict Coaching: Students seek counsel and guidance from administration to engage a conflict more effectively and independently. Guidance can be sought from Student Government, Counsellors, Residence Life Staff, the Office of Student Rights and Responsibilities, or the manager/chair of the area where there is conflict.

4.1.3 Mediation: Student(s) access the Office of Student Rights and Responsibilities, and are given a non-partial third party to coordinate a structured session aimed at resolving a conflict and/or constructing future agreements.

4.1.4 Restorative Justice Practices: As an informal process, or as a part of a formal process, the Office of Student Rights and Responsibilities will coordinate space and facilitate services for students taking responsibility for harmful behaviour and those who are/were affected by the behaviour. The purpose of this practice is to have both parties jointly construct an agreement on how to repair harm, or restore relationships moving forward.

4.2 **Formal Report**

If a complaint cannot be resolved through one of the informal processes, the student or College community member can initiate a formal complaint by documenting their complaint and submitting online through the College Portal.

Interim Measures:

Interim measures are measures taken to ensure the safety of all participants involved during the fact findings process. These measures do not mean there is a finding of guilt, but rather acknowledges the seriousness of the report and works to reduce the possible impacts of further harm to both the complainant and respondent. These measures are temporary for the duration of the fact finding process and may be removed or replaced by sanctions based on the outcome of the investigation.

Some examples of possible interim measures may include, but are not limited to:

- A temporary dismissal by a College employee that a student leave a classroom, laboratory, placement situation, resource centre, or other area on campus or where a College-sponsored activity is occurring;
- A behavioural contract outlining specific conditions, such as no contact;
- A student being moved from one section of their program to another;

- A student being moved within residence, or removed from residence;
- A student being asked to participate in their academics online or from home;
- A temporary dismissal or suspension of academic or work privileges, including access to College campuses and/or residence.

Formal Complaint Procedures:

The Student Rights and Responsibilities Officer/designate will acknowledge receipt of the complaint, except in exceptional circumstances, within 3 business days. The complaint will then be assigned to a Student Rights and Responsibilities Case Manager who will investigate.

The Student Rights & Responsibilities Case Manager hearing the complaint shall ensure that there is procedural fairness, taking care to see that all persons affected by the decision are given a reasonable opportunity to present their case and that the Case Manager listens fairly to all sides and reaches a decision without bias. The Case Manager will follow up with a decision and provide a written response to the complainant and the respondent.

The Case Manager will investigate the complaint with the stakeholders involved in one of two ways (as determined by the Case Manager) within 15 business days:

1. By conducting a fact-finding process with the stakeholders involved and providing a written decision, within 15 business days except in exceptional circumstances of receipt of the documented complaint, or
2. Or on rare occasions by appointing a Tribunal which will conduct a fact-finding process and render a decision, except in exceptional circumstances within 15 business days of receipt of the documented complaint.

The Tribunal is comprised of the following trained individuals:

- The Case Manager hearing the complaint
 - A faculty or staff member from a different department or service area
 - One student chosen by the Student Administrative Council/Student Association
3. Rights of the Complainant and the Respondent
 - a) Complainants and respondents may attend meetings with a (non-participating) support person. The College considers requests to attend meetings with additional support persons and with legal or other representation on a case-by-case basis, with a view to promoting a fair and expeditious process. The College may still question and expect direct answers from an individual who is being supported.
 - b) Present submissions and request voluntary witnesses as might be required to support an argument.
 - c) Present a line of questioning to the Case Manager or Appeal Tribunal as reasonably required for a full and fair disclosure of the facts.
 - d) To be notified about the outcome of any process or appeal decision.
 - e) The respondent has the right to be found responsible ONLY on proof based on a balance of probabilities (which means that it is either more likely or not likely that the incident(s) occurred). This is consistent with the burden of proof required by civil law and is different from the beyond a reasonable doubt burden required by criminal law).

4.3 **Procedural Fairness**

Procedural fairness, for the purposes of this policy, includes an opportunity for all parties involved to be able to provide their versions of the event(s) to a Case Manager. The Complainant and Respondent are given the same rights as described in section 4.2.3 above, including the opportunity to provide documentation and request witnesses to support their version of the event(s). Finally, the resolution process will take place in a timely fashion, based on the timelines provided within this Policy, except for in extenuating circumstances. If there are extenuating circumstances, both the complainant and the respondent will be informed of the delay, and the cause of the delay.

In cases where the complaint has not been dealt with within 15 business days in the manner described in 4.2 above, the complainant can take their complaint to the Director of Housing, Food & Conference Services and Student Conduct. This complaint must be made in writing. The Administrator of the Student Rights and Responsibilities policy will investigate the reasons for the delay and respond to the complainant in writing within 3 business days with a course of action.

4.4 **Resolution**

After a decision is made regarding the violation of a student's rights, the Case Manager hearing the complaint will follow up by providing a written decision to the complainant and respondent outlining the decision and what action is to be taken, if any, within 15 business days, except in exceptional circumstances.

5.0 **Possible Sanctions**

If a student is deemed to have violated their responsibilities, sanctions may be imposed by the Case Manager hearing the complaint under the direction of Administrator of the Student Rights and Responsibilities Policy. If sanctions are imposed, they will be fitting and appropriate to the seriousness of the behavior in question, the impact of the behaviour on the College Community and whether there have been previous violations. Any sanction calling for the suspension of more than 5 days and/or expulsion of the student must be approved by the Associate Vice-President Student Services. All lesser sanctions will be approved by the Administrator of the Student Rights and Responsibilities Policy.

5.1 **Written Reprimand**

A written reprimand is a formal letter to the student that will remain on file for the duration of a student's time at the College. The letter includes the following information:

- a) Description of the behaviour in question;
- b) Description of the consequences if the behaviour is repeated: i.e. continuation or repetition of conduct found to be in violation of Student Responsibilities may be cause for more severe disciplinary action if another violation occurs within a stated period of time;
- c) Information regarding resources within the College the student may access for assistance.

5.2 **Restorative Justice Practices**

The Office of Student Rights and Responsibilities will coordinate space and facilitate services for students taking responsibility for harmful behaviour and those who are/were affected by the behaviour. The purpose of this practice is to have both parties jointly construct an agreement on

how to repair harm, or restore relationships moving forward. This agreement will be documented and part of the formal sanction record.

5.3 **Restitution or Fines**

Fines or restitution orders may be imposed to compensate the College or community member(s) in the event of defacement, damage to, or misappropriation of property.

5.4 **Behavioural Contract**

A behavioural contract is a written document between the College and the student which specifies certain behaviours that the student must comply with. It will normally limit campus activities and may include specific terms and conditions.

5.5 **Suspension**

Suspension refers to exclusion from classes, field placement and other privileges or activities for a stated period of time. Suspension will include exclusion from the campus and property belonging to the College for a stated period of time unless otherwise stated. Any sanction calling for the suspension of a student for 5 days or less must be approved by the Administrator for the Student Rights and Responsibilities policy. Any sanction calling for the suspension of the student for more than 5 days must be approved by the Associate Vice-President Student Services.

5.6 **Expulsion**

Expulsion refers to the permanent termination of a student's access to academic instruction, including access to College campuses. Any sanction calling for the expulsion of a student must be approved by the Associate Vice-President Student Services. Re-admission may not be sought.

5.7 **Adherence to Sanctions**

Failure to adhere to imposed sanctions, including the payment of restitution or a fine within the time limit prescribed, or if a behavioural contract is broken, the student will face further disciplinary action, including up to expulsion from the College. No refunds for fees will be issued for any College related activities in accordance with College policies.

6.0 **REQUESTING AN APPEAL**

6.1 Appeals will only be considered if they meet the appropriate grounds for an appeal. Grounds are reasons that can be used to challenge the decision made by the case manager following the summary of an investigation of a formal complaint, or the sanction. The College will only consider an appeal based on the following grounds:

- a) **Personal Bias / Unfair Treatment:** perceived unfair treatment based on the case manager not following the process as outlined in this policy. Perceived unfair treatment based on the sanction not fitting or appropriate based on the policy violation, as stated in Section 5: Possible Sanctions.
- b) **New information / Extenuating Circumstances:** If the complainant or respondent has new information, or documentation of extenuating circumstances that was not available at the time of the original investigation.

Students must submit appropriate documents to support their request at the time they submit the request for appeal.

- 6.2 An appeal of the above decisions must be made within 10 business days of the decision being appealed. An appeal not made within the time limit will not be heard unless there are, in the opinion of the College, exceptional circumstances.
- 6.3 Appeals dealing with a suspension of more than 5 days or expulsion will be heard by the Vice President Academic. All other appeals will be heard by the Associate Vice-President Student Services.
- 6.4 The student will complete an online Appeal Request Form which will include the following information: the name of the student appealing, the decision being appealed, the ground(s) for requesting an appeal, and the solution which the student appealing is requesting from the appeals process.
- 6.5 The purpose of the appeal is to review whether the proper process, as outlined in this procedure was followed without unfair bias, and with all relevant information available. The purpose of the appeal is not to initiate a repetitive fact finding process.
- 6.6 An Appeals Request will be returned to the student requesting the appeal and explained in writing if appropriate grounds are not met.
- 6.7 The Associate Vice-President Student Services / Vice President Academic or designate will hear the appeal in the following way:
 1. Convening an Appeals Tribunal which will hear the appeal and provide a written decision within ten (10) business days except in exceptional circumstances of receipt of the documented appeal.

The Appeals Tribunal will consist of the following members:

- The Associate Vice-President Student Services/Vice President Academic or designate (Committee Chair)
 - One faculty or staff member, from a different department or service area
 - One student chosen by the Student Administrative Council/Student Association
- 6.8 Any individual who has been involved in or has made a decision with regard to the issue being appealed shall not be part of the appeal process.
 - 6.9 The Office of Student Rights and Responsibilities or designate shall co-ordinate the procedures at an appeal ensuring procedural fairness, taking care to see that all persons affected by the decision of the Tribunal are given a reasonable opportunity to present their case and that the Appeals Tribunal members listen fairly to both sides and reach a decision without bias.
 - 6.10 All parties to the proceedings of the Appeals Tribunal shall be given reasonable notice of the time, place and purpose of the meeting. Neither the Complainant nor the Respondent needs to attend, but will be invited to attend if they would like, or they can send a pre-arranged proxy, or write a letter to the Appeals Tribunal.

- 6.11 Other individuals may, subject to advance consultation with the Tribunal Chair, present submissions relevant to the matter in question.
- 6.12 A student involved in an appeal procedure will have the right, upon request, of access to all relevant data bearing on the decision being appealed subject to the College's Access to Privacy Policy or other appropriate policies.
- 6.13 Within three (3) business days of the decision by the Appeals Tribunal, the Associate Vice-President Student Services/Vice President Academic or designate shall notify the student of the decision in writing stating the reasons for the decision. The Case Manager will notify, in writing, the other party involved in the case to inform them of the decision.
- 6.14 The Appeal decision shall be final and binding.

7.0 RECORD KEEPING AND ACCESS TO RECORDS

All records resulting from formal Student Rights and Responsibilities reports will be kept in a secure central registry, and are not a part of the academic record. Managing these records will be the responsibility of the Administrator of the Student Rights and Responsibilities Policy, under the direction of the Associate Vice-President Student Services. Access to these records will be restricted to appropriate College staff as per the Colleges' Access to Privacy Policy, or as may be required by law. All records will be kept according to College Policy #6-603, *Data Record Retention and Disposition*.

Related Documents

- College Policy #5-506, *Student Rights and Responsibilities*
- College Policy #5-503, *Maintenance of and Access to Student Records*
- College Policy #3-311, *Harassment and Discrimination Prevention* and related Administrative OP
- College Policy #2-201, *Academic Regulations* and related Administrative OP
- College Policy #6-601, *Information Technology Appropriate Use Policy*

Appendices

N/A

History of Amendments/Reviews:

Section(s)	Date	Comments
Student Responsibilities policy #3-326 created	1992	• Board approval of policy which included procedure (Resolution BoG Sept 2-1992 #3)
Procedure extensively revised to separate academic complaints/ concerns and student behaviours from rights/ responsibilities	2014	• Board approval of revised policy (included procedure) (Resolution BoG June 25-2014 #7)
Regular review.\	January 2016	Consultations with stakeholders (Academic Leaders, Student Service Managers, SR&R Case Managers)
Resolution and Complaint process developed.\	Summer 2016	• ELT approval of revisions, process (September 13, 2016 meeting and email feedback)

ADMINISTRATIVE OPERATING PROCEDURE

Violence Prevention	
Procedure ID:	#4-420 OP
Approved by:	Executive Leaders Team
Effective Date:	July 1, 2015
Next Review Date:	June 2018
Monitoring Responsibility:	Manager, Public Safety and Parking
Linked to a College Policy:	<input checked="" type="checkbox"/> Yes # 4-420 <i>Violence Prevention</i> <input type="checkbox"/> No

Policy Statement

Fleming College is committed to fostering a safe and welcoming working and learning environment that is free from threatening behaviour and all forms of violence as enshrined in established provincial and federal statutes. These include, but are not limited to, the Occupational Health and Safety Act (OHSA), the Criminal Code of Canada, and the Charter of Rights and Freedoms.

To that end, no person shall engage in violent conduct or make threats, implied or directly, on College property or in connection with College business.

Definitions/Acronyms

No policy can provide a full description and definition of behaviours that fall within the meaning of violence or threats. This policy encompasses violence and threatening behaviours based upon the definitions outlined in the OHSA (Bill 168), the Student Rights and Responsibilities Policy, Sexual Assault & Sexual Violence Policy and the Criminal Code of Canada.

Threatening Behaviour means:

Words, acts or gestures directed towards a person that indicate:

1. The recipient will be physically harmed or killed.
2. Someone else will be physically harmed or killed.
3. Personal property will be burned, damaged or destroyed.
4. The pets or animals belonging to any person will be injured or killed.

The above definition can include verbal or written threats and threats made through electronic media such as text messages, email or other social media including but not limited to Facebook, Twitter, My Space and blogs. Refer to the "Information Technology and Communications Appropriate Use Policy" (Policy #6-601) for additional information.

Violence means:

1. The exercise of direct or indirect physical force by a person against another person that causes or could cause physical injury.
2. An attempt to exercise direct or indirect physical force against another person that could cause physical injury.
3. A statement or behaviour that it is reasonable for a person to interpret as a threat to exercise direct or indirect physical force against a person that could cause physical injury.
4. The carrying, pointing, brandishing or threat to use a weapon. A weapon includes replicas or any other object that is used as a weapon.

Domestic Violence means: violent, threatening or extremely coercive behaviour; perpetrated by one partner in a current or former intimate relationship on the other. It can consist of a pattern of ongoing behaviour lasting years or one single isolated incident.

Sexual Assault and Sexual Violence: definitions related to Sexual Assault and Sexual Violence and the procedures related to responding to such incidents are contained in the Sexual Assault and Sexual Violence Policy available at the following link: <https://department.flemingcollege.ca/sexual-assault/>

Operating Procedure

1.0 PREVENTION & EDUCATION

This policy promotes a proactive approach that includes education, prevention and safe resolution to incidents. The College is committed to promoting widespread understanding about what constitutes violent and threatening behaviour and the consequences associated with such behaviour.

1.1 Awareness of the Policy: The College will ensure awareness of this policy by:

- Making the policy available to any existing and new member of the College. Locations where the full document can be accessed will be posted in high profile and conspicuous locations on each campus, as well as in electronic format and other formats that are available at the College.
- Providing training to employees, ensuring those persons with leadership responsibilities are aware of their obligations under the policy and legislation. Training will cover what constitutes violence and threatening behaviour, the reporting process and incident response procedures.
- Conducting ongoing awareness events and emergency drills.

1.2 Risk Assessment: A workplace violence risk assessment shall be conducted upon the approval of this policy. Further assessments shall be conducted as necessary for the protection of workers, including when there is a significant change in a workplace such as a major renovation or department reorganization. The results of these assessments shall be communicated to affected employees and to the Joint Health & Safety Committees. Upon the completion of the assessment, a program which addresses the risks identified will be developed, which may include procedures, training or increased security protocols.

2.0 INCIDENT REPORTING RESPONSIBILITIES

Any member of the Fleming Community that becomes aware of an incident of violence, domestic violence or threatening behaviour has a responsibility to report that behaviour to their Supervisor, College Security and/or the Police as appropriate for the circumstances.

Supervisors who are aware of threatening or violent behaviour are required to take immediate action to minimize the risk to students and employees including summoning College Security and/or Police assistance where appropriate. College employees should not attempt to physically restrain violent persons. Supervisors must report all incidents of violence, domestic violence or threatening behaviour to College Security or via the Online Incident Report Form available at the following link:

<https://mycampus.flemingc.on.ca/group/mycampus/reporting-form>

In order to comply with its legal obligations, the College may, under appropriate circumstances, initiate an investigation without a request to do so from a complainant. As well, where appropriate, the

College may choose to continue with a procedure even after a complainant has decided to terminate the process.

For reporting incidents related to Sexual Assault or Sexual Violence please refer to Administrative Operating Procedure 3-343 OP: Sexual Assault & Sexual Violence Protocol.

3.0 INFORMATION PROVIDED TO WORKERS

Under the Ontario Occupational Health & Safety Act, Sections 25(2)(a) Fleming College is required as an employer to provide information to workers to protect their Health and Safety. Under section 27(2)(a), supervisors have a duty to advise employees of potential or actual danger to health and safety.

These obligations apply to the risk of violence in the workplace. Fleming College and its supervisors are required to provide information to their workers about a person with a history of violent behavior, if:

- the worker can be expected to encounter that person in the course of their work; **and**
- the risk of workplace violence is likely to expose the worker to physical injury.

Knowledge of a history of violent behaviour does not reasonably give rise to a risk to workers. The above two pre-conditions must be present in order for disclosure of information to take place. The Threat Assessment Team shall participate in determining the risk of violence, unless there is a reasonable need for an immediate response. Only the amount of information reasonably necessary to protect the worker will be disclosed.

4.0 SUPPORT SERVICES

Fleming College is committed to providing confidential support services to victims of violence, domestic violence or threatening behaviour. Assistance in accessing support can be obtained through the following campus departments:

Students

- Campus Security, 705-749-5530 extension 8000
- Counseling Services: 705-749-5527 (Sutherland) 705-324-9144 extension 3320 (Frost)
- Health Services: 705-749-5504 (Sutherland) 705-878-9304 (Frost)

Employees

- Human Resources 705-749-5530 extension 1982

5.0 ACADEMIC FREEDOM

Fleming College acknowledges the College community's right to academic freedom and to engage in the frank discussion of potentially controversial matters, such as race, sex, sexual orientation, politics, or religion, within the bounds of this policy. Further, the use of legitimate instructional techniques, such as irony, argument, conjecture and refutation, or the assignment of readings which may present a controversial point of view are also acknowledged, but will at all times be subject to this policy.

6.0 SANCTIONS, REDRESS, REPRISAL, & COMPLAINTS MADE IN BAD FAITH

6.1 Sanction/Redress: To the extent possible, where a formal complaint has been substantiated, the College's objective is to ensure the safety of the individual(s) that was the victim of the threat or violence and the safety of the College community. A substantiated act of threatening behaviour or violence may be cause for disciplinary action by the College up to and including the possibility of discharge in the case of an employee and expulsion in the case of a student.

Sanctions imposed will be applied with an understanding of the seriousness of the misconduct and follow the general principles of corrective discipline. In the case of an individual who is a

representative of an organization that is in a contractual relationship with the College, the action taken may include the suspension or termination of that relationship.

6.2 Trivial, Frivolous, Vexatious, or Complaints Made in Bad Faith: Complaints that upon investigation have been found to be trivial, frivolous, vexatious or made in bad faith shall result in a penalty against the complainant. The severity of the penalty will be determined based on the seriousness and impact of the complaint as outlined in section 5.1.

6.3 Protection from Reprisal: Subject to section 5.2, every individual has the right to file a complaint about violence or threaten behaviour, participate or cooperate in an investigation, provide information relevant to the complaint, in any role under the policy and/or procedures, without fear of retaliation or reprisal. Any form of retaliation or reprisals will not be tolerated and will be treated as harassment and/or discrimination.

Related Documents

- Occupational Health and Safety Act of Ontario
- College Policy #3-311, *Harassment and Discrimination Prevention*
- College Policy #3-343, *Sexual Assault and Sexual Violence*
- College Policy #4-420, *Violence Prevention*
- College Policy #5-506, *Student Rights and Responsibilities*
- College Policy #6-601, *Information Technology and Communications Appropriate Use Policy*
- Residence Community Standards (Student Handbook)
- Academic Collective Agreement
- Support Staff Collective Agreement

Appendices

- Appendix A – Incident Response Procedures
- Appendix B – Behavioural Assessment and Management Team Terms of Reference

Summary of Amendments/Reviews:

Section(s)	Date	Comments
Procedures	April 2009	Minor updates
Regular review	June 2015	Language updates, reflects new format

Appendix A to Operating Procedure 4-420 OP: Incident Response Procedures

A.1 Hold and Secure Protocol

The following protocol is designed to provide general guidance in the event of an incident external to the College that may pose a risk of physical harm to persons if they leave the College buildings. These procedures are based on the premise that no procedure can cover all situations.

It is the responsibility of all members of the College community to immediately report any situation that they believe places an individual or the College in an unsafe or potentially unsafe situation.

There are a wide variety of incidents that may result in the activation of the Hold & Secure Protocol. Some examples include but are not limited to:

- Police searching the nearby area for violent suspect.
- A fire in the adjacent neighbourhood that may pose an air quality risk.
- Gas leak in the local area that may result in evacuation of the campus.
- Traffic accident involving the release of a toxic substance near the College.

A.1.1 Hold and Secure Announced

In the event of a Hold and Secure announcement each member of the College community should:

1. Remain inside the building
2. Stay away from exterior windows & doors
3. Do not use cell phones, laptops or other devices
4. Await further instructions from Campus Security Staff

A.1.2 Investigation and Follow-Up

All incidents involving the activation of the Hold & Secure Protocol will be investigated by the Manager, Public Safety & Parking or designate in consultation with other departments or agencies including the police.

In cases involving students the Student Rights and Responsibilities Administrators and/or Residence Managers shall be responsible for issuing sanctions. In cases involving employees the appropriate Department Manager and Vice-President Human Resources and Strategic Development shall be responsible for issuing sanctions.

The Behavioural Assessment & Management Team may, as per their mandate, investigate, evaluate, make recommendation to Executive Leadership or take action, in relation to all reports of serious threats.

A.1.3 Note to Supervisors/Managers

Once made aware of an incident that may endanger the physical well-being of a worker the Occupational Health and Safety Act requires you to take all reasonable steps to ensure the safety of workers. For additional advice or guidance contact the Manager, Public Safety & Parking.

A.2 Threatening Behaviour Response Procedures

It is the responsibility of all members of the College community to immediately report any situation that they believe to be an act of violence or a threat of violence that places an individual or the College in an unsafe or potentially unsafe situation.

All threats are to be taken seriously. The procedures outlined below are designed as a guide when deciding what immediate actions to take. Every situation is different and, when in doubt, contacting 911 to request police assistance is always an option.

A.2.1 Threatening Behaviour – In Progress

1. Remain Calm
2. Use verbal de-escalation techniques to maintain control of the situation.
3. If unable to de-escalate the situation, move to a safe location.
4. Request assistance from your immediate Supervisor.
5. Contact Camps Security at extension 4444 (where Security Service is available)
6. Take steps to limit risk to others by:
 - a) closing office doors;
 - b) inform other staff to move to a safe location;
 - c) do not leave a person being threatened alone with the threat maker.

A.2.2 Threatening Behaviour – After The Fact

1. Inform your immediate supervisor of the incident if they are available.
2. If supervisor is unavailable contact and time is a concern College Security at extension 4444
3. If time is not an immediate concern, complete the Online Incident Report Form available at the following link: <https://mycampus.flemingc.on.ca/group/mycampus/reporting-form>

A.2.3 Investigation and Follow-Up

All incidents involving threatening behaviour will be investigated and documented by the Manager, Public Safety & Parking or designate in consultation with other departments or agencies including the police.

In cases involving students the Student Rights and Responsibilities Administrators and/or Residence Managers shall be responsible for issuing sanctions. In cases involving employees the appropriate Department Manager and Vice-President Human Resources and Strategic Development shall be responsible for issuing sanctions.

The Behavioural Assessment & Management Team may, as per their mandate, investigate, evaluate, make recommendation to Executive Leadership or take action, in relation to all reports of serious threats.

A.2.4 Note to Supervisors/Managers

Once made aware of a threat or violent incident the Occupational Health and Safety Act requires you to take all reasonable steps to ensure the safety of workers. For additional advice or guidance contact the Manager, Public Safety & Parking.

A.3 Violent Incident Response Procedures

It is the responsibility of all members of the College community to immediately report any situation that they believe to be an act of violence or a threat of violence that places an individual or the College in an unsafe or potentially unsafe situation.

During a violent incident the safety of all members of the College community is the first priority of the College. The procedures outlined below are designed as a guide when deciding what immediate actions to take. Every situation is different and, when in doubt, contacting 911 to request police assistance is always an option.

A.3.1 Active Shooter Protocol

In the event of an incident involving a person actively engaged in using a firearm to attack the College each member of the College community should:

- Assess their situation
- Consider their options
- Take action to protect themselves.

The following options are recommended depending on your assessment of your situation:

GET OUT – Exiting the room/area/building may be your best option:

- Choose a safe exit and leave immediately
- Notify anyone you encounter to get out
- Once in a safe place call 911
- Follow directions of police or security if you encounter them as you exit

HIDE – If you can't safely get out then hiding is your next best option

- Close and lock the door. If it can't be locked, tie or barricade it shut
- Stay out of the line of fire and remain quiet
- Silence all cell phones and other devices
- Do not answer the door

FIGHT – As a last resort you may have to defend yourself

- Quietly develop a plan to subdue the attacker(s)
- Improvise weapons from objects in the room
- Commit to an aggressive attack
- Stop the threat

While the chances of an Active Shooter coming the campus is extremely remote, it is important for all students and employees to be prepared for this worst case scenario. A short video with more information is available on the Campus Security website at the following link:

<https://department.flemingcollege.ca/security/security/crime-prevention/>

A.3.2 Violent Incident (no firearms) - In Progress

1. Move to a safe location.
2. Contact Campus Security at extension 4444 (where Security Service is available)
3. Notify any College employee where Security Service is not available.
4. Contact police, dial 911, if in your judgment the level of violence requires police response.
5. Do not intervene to stop a violent incident.

A.3.3 Non-Physical Altercation - In Progress

1. Move to a safe location.
2. Contact Campus Security at extension 4444 (where Security Service is available)
3. Notify any College employee where Security Service is not available.
4. Stay a safe distance away to observe.
5. Keep others away from the area.
6. Do not intervene to stop an altercation.

A.3.4 Violent Incident - After The Fact

1. Employees are required to inform their immediate supervisor of the incident.
2. If supervisor is unavailable and time is a concern College Security at extension 4444.
3. If time is not an immediate concern, complete the Online Incident Report Form available at the following link: <https://mycampus.flemingc.on.ca/group/mycampus/reporting-form>
4. Students are required to report all incidents of violence to Campus Security.

A.3.5 Investigation and Follow-Up

All incidents of violence will be investigated and documented by the Manager, Public Safety and Parking or designate in consultation with other departments or agencies including police.

In cases involving students the Student Rights and Responsibilities Administrators and/or Residence Managers shall be responsible for issuing sanctions. In cases involving employees, the appropriate Department Manager and Vice-President Human Resources and Student Services shall be responsible for issuing sanctions.

The Behavioural Assessment and Management Team may, as per their mandate, investigate, evaluate, make recommendation to Executive Leadership or take action, in relation to all reports of serious threats.

A.3.6 Note to Supervisors/Managers

Once made aware of a threat or violent incident, the Occupational Health and Safety Act requires you to take all reasonable steps to ensure the safety of workers. For additional advice or guidance, contact the Manager, Public Safety & Parking.

A.4 Domestic Violence Safety Procedures

Once the College becomes aware that domestic violence threatens a member of the College community every reasonable precaution will be taken to protect that person and other members of the College community. The procedures outlined below are designed as a guide when deciding what to do if you or someone you know is experiencing domestic violence or the threat of domestic violence.

No procedure can possibly address every situation therefore the College encourages members of the community to seek additional guidance from Manager, Public Safety and Parking or Campus Security if they are uncertain of what to do regarding domestic violence.

A.4.1 Domestic Violence – In Progress

1. Move to a safe location.
2. Contact Campus Security at extension 4444 (where Security Service is available)
3. Notify any College employee where Security Service is not available.
4. Contact police, dial 911, if in your judgment the level of violence requires police response.
5. Do not intervene to stop a violent incident.

A.4.2 Domestic Violence – Suspect On Site

In the event that an abuser or suspected abuser is at the College searching for another person:

1. Do not disclose the location of the intended victim
2. Move to a safe location and secure the door.
3. Contact College Security at extension 4444.
4. Inform a supervisor as soon as possible.
5. If possible, warn the intended victim.

A.4.3 Domestic Violence – Voluntary Disclosure

In the event that a person discloses that they are experiencing domestic violence or the threat of domestic violence you can seek advice or report your concern in person to Campus Security or via the Online Incident Report Form available at the following link:

<https://mycampus.flemingc.on.ca/group/mycampus/reporting-form>

A.4.4 Investigation and Follow-Up

All reports of domestic violence will be investigated and documented by the Manager, Public Safety and Parking or designate in consultation with other departments and agencies including the Behavioural Assessment and Management Team. Once the level of threat has been determined, a safety plan will be put into place to ensure the safety of the victim and the College community.

A.4.5 Supervisor Note

Once made aware of an employee experiencing domestic violence the Occupational Health and Safety Act requires you to take all reasonable steps to ensure the safety of workers. For additional information contact the Manager, Public Safety and Parking.

Appendix B to Operating Procedure 4-420 OP: Behavioural Assessment & Management Team, Terms of Reference

Commitment

Fleming College is committed to making our institution safe for students, employees and visitors. This protocol is an important part of an integrated strategy to maintain safe campuses. The Behavioural Assessment and Management Team will work with the Fleming community and with community partners to prevent traumatic events by sharing and evaluating information about persons at risk for violence towards self and/or others. The sharing of information will respect the individual's rights to privacy and the safety of all.

Goal

The goal of this protocol is to remove, or reduce as much as possible, threats to the safety of all persons working, studying or visiting at any Fleming College location. The greater the cooperation of the community to identify threats and high risk situations, the greater the potential for predicting and preventing potentially violent situations.

Responsibility

The College recognizes its responsibility to deal quickly, fairly and effectively in situations relating to acts of violence or threats of violence and to implement adequate education, awareness, prevention and enforcement initiatives to prevent violence.

It is the responsibility of all members of the College community to immediately report any situation that they believe to be an act of violence or a threat of violence that places an individual in an unsafe or potentially unsafe situation. Appendix A of this procedure provides the form and process for responding to and reporting violence or threats of violence.

Mandate

The Behavioural Assessment & Management Team (BAMT) will investigate, evaluate and make recommendations, in relation to all reports of threats of violence, acts of actual violence and sexual violence (where appropriate). Examples of these incidents include but are not limited to the following:

- serious violence or violence with intent to harm or kill
- incidents with intent to injure
- verbal/written threats to injure, kill or otherwise harm others (clear, direct & plausible)
- internet website/MSN threats to kill others
- possession of weapons (including replicas)
- bomb threats
- fire setting
- sexual intimidation, sexual violence or sexual assault
- gang related intimidation and violence .

Recommendations are made to the appropriate ELT member as follows:

- In cases where the focus of the investigation is a student or potential student, the ELT member will be the Associate Vice-President Student Services.
- In cases where the focus of the investigation is an employee or potential employee, the ELT member will be the Vice-President Human Resources and Student Services.
- In cases where the focus of the investigation is neither a student or an employee either the Associate Vice-President Student Services or the Vice-President Human Resources and Student Services will hold decision making authority.

Behavioural Assessment and Management Team Membership

Due to the nature of their roles at the College and to ensure at representation of the Frost Campus the following positions are permanent members of the Behavioral Assessment & Management Team:

Position	Current Name	Extension
Manager, Public Safety and Parking	John Gallen (Chair)	1191
Director, Housing, Food and Conference Services	Travis Doak (Vice-Chair)	1101
Director, Counseling and Accessible Education Services	Red Keating	1935
Human Resources Consultant and Human Rights Officer	Nick Duley	1982
Manager, Student Services (Frost Campus)	Mark Gray	3255
Manager, Frost Residence	Rob Marsh	3329
Academic Representative	School Specific to Case	N/A

Resource members to the BAMT would include persons internal and external to the College and will vary from case to case. They would include our consulting psychiatrist, counsellors, nurses, faculty, Academic Leaders (Deans, Chairs, Co-ordinators) and police.

When the BAMT is activated due to a formal complaint/concern, the Team will assemble/communicate as soon as possible with as many members as possible. Lack of availability should not prevent the Team from proceeding with an assessment of the situation especially if one is required quickly.

Behavioural Assessment Process

The Fleming threat assessment process will be guided by current practices advocated by the Canadian Centre for Threat Assessment & Trauma Response when evaluating threat/risk. Use of the HCR-20 as a structured judgment guide is also authorized in appropriate circumstances.

Incidents where there is immediate threat/risk should be reported through the College's established emergency response protocol. The BAMT will not undertake a formal threat/risk assessment until after such a situation has been stabilized.

The BAMT can be activated by any member of the Team or through a validated complaint/concern process which can be initiated by any member of the College community or community partner. Complaints/concerns can be directed to the BAMT in several ways:

1. By reporting a complaint/concern via the Online Report Form available at the following link: <https://mycampus.flemingc.on.ca/group/mycampus/reporting-form>
2. By reporting a complaint/concern to Campus Security in person.

In cases where the complainant is unsure whether their complaint/concern is appropriate for the BAMT, they can seek advice from Campus Security or the Manager, Public Safety & Parking. Members of the College Community are encourage to report their concerns even if they are unsure. An assessment will be conducted so there is an appropriate response and you will receive feedback.

The full BAMT will also meet regularly (at least twice per semester) to review processes and procedures as well as to review any worrisome patterns of student behaviour reported through the incident tracking data base.

Case Management Group

In order to ensure a consistent approach to assessing behaviour and a timely response to actual or potential threats, the following BAMT Members shall meet regularly to review incident reports and provide updates to the full team:

- Manager, Public Safety and Parking
- Director, Housing, Food & Conference Services
- Director, Counseling & Accessible Education Services

Community Partners

The BAMT will develop working relationships with community partners, including the police, to enhance the amount and quality of information available for threat/risk assessments. We will co-operate with community partners when they initiate their own threat/risk assessments, respecting all relevant privacy laws and guidelines by the Ontario Privacy Commissioner.

COLLEGE POLICY

Violence Prevention	
Policy ID:	#4-420
Manual Classification:	Section 4 – Finance and Facilities
Approved by Board of Governors:	June 24, 2015 BoG June24-2015 #2
Effective Date:	July 1, 2015
Next Policy Review Date:	2020
Administrative Contact for Policy Interpretation:	Vice-President Finance and Administration
Linked to an Operating Procedure:	<input checked="" type="checkbox"/> Yes #4-420 OP <i>Violence Prevention</i> <input type="checkbox"/> No

Policy Statement

Fleming College is committed to fostering a safe and welcoming working and learning environment that is free from threatening behaviour and all forms of violence as enshrined in established provincial and federal statutes. These include, but are not limited to, the Occupational Health & Safety Act (OHSA), the Criminal Code of Canada, and the Charter of Rights and Freedoms.

To that end, no person shall engage in violent conduct or make threats, implied or directly, on College property or in connection with College business.

Purpose

This policy is intended to provide information and direction to address issues of threatening behaviour, violence and domestic violence. This policy is designed to work in concert with other College policies including Harassment & Discrimination Prevention Policy, Student Rights & Responsibilities Policy as well as the Sexual Assault and Sexual Violence Policy.

Scope

This policy applies to all members of the College Community including all employees, governors, students, contractors, suppliers of services, individuals who are directly connected to any College initiatives, volunteers and visitors.

This policy and the Administrative Operating Procedure will apply to incidents:

- (a) occurring within or affecting people or property within the physical boundaries of the College;
- (b) occurring on or affecting College owned or controlled property, including student residences;
- (c) occurring with the use of computer and telephone systems, and college and private vehicles being used for college business or for travelling between work and study locations;
- (d) occurring at a College-sponsored event including events sponsored by, any student government, club or service group and other bodies affiliated with the College.
- (e) occurring off campus which are likely to have an impact on the working or learning environment.

This policy shall not apply to incidents occurring off campus which have no or little likelihood of any impact on the working/learning environment at the College. Such incidents should be pursued by individuals through external processes.

Definitions/Acronyms

No policy can provide a full description and definition of behaviours that fall within the meaning of violence or threats. This policy encompasses violence and threatening behaviours based upon the definitions outlined in the OHSA (Bill 168), the Student Rights and Responsibilities Policy, Sexual Assault & Sexual Violence Policy and the Criminal Code of Canada.

Threatening Behaviour means:

Words, acts or gestures directed towards a person that indicate:

1. The recipient will be physically harmed or killed.
2. Someone else will be physically harmed or killed.
3. Personal property will be burned, damaged or destroyed.
4. The pets or animals belonging to any person will be injured or killed.

Violence means:

1. The exercise of direct or indirect physical force by a person against another person that causes or could cause physical injury.
2. An attempt to exercise direct or indirect physical force against another person that could cause physical injury.
3. A statement or behaviour that it is reasonable for a person to interpret as a threat to exercise direct or indirect physical force against a person that could cause physical injury.
4. The carrying, pointing, brandishing or threat to use a weapon. A weapon includes replicas or any other object that is used as a weapon.

Domestic Violence means: Violent, threatening or extremely coercive behaviour; perpetrated by one partner in a current or former intimate relationship on the other. It can consist of a pattern of ongoing behaviour lasting years or one single isolated incident.

The above definition can include verbal or written threats and threats made through electronic media such as text messages, email or other social media including but not limited to Facebook, Twitter, My Space and blogs. Refer to the “Information Technology and Communications Appropriate Use Policy” (Policy #6-601) for additional information.

Sexual Assault and Sexual Violence: definitions related to Sexual Assault and Sexual Violence and the procedures related to responding to such incidents are contained in the Sexual Assault and Sexual Violence Policy available at the following link: <https://department.flemingcollege.ca/sexual-assault/>

General Principles

The College endorses its legal and social responsibility to provide a working and learning environment free from threatening behavior and all forms of violence.

The College recognizes that achieving a threat and violence free employment and educational environment requires institutional support, pro-active educational programming, effective complaints procedures, cooperation from every member of the college community, and informed leadership at every level of the institution.

Management staff, at all levels, have a legal obligation to act expeditiously upon information concerning incidents of threatening behavior and all forms of violence.

The College recognizes its obligation to ensure that this policy and the procedures are fair and applied fairly. Both complainants and respondents are to be treated fairly and given equal opportunity to present their version of events, while preserving the dignity, privacy and self-respect of all persons involved.

The College has a high regard for, and will strive to ensure, confidentiality as a top priority subject to disclosure obligations required by law. The College recognizes that there may be times when immediate disclosure is required in order to prevent or respond to threatening behaviour or a violent incident. In such cases disclosure will be limited to persons that need information in order to prevent or respond to an incident in compliance with Occupational Health and Safety Act.

Related Documents

- Occupational Health and Safety Act of Ontario
- College Policy #3-311, *Harassment and Discrimination Prevention*
- College Policy #3-343, *Sexual Assault and Sexual Violence*
- College Policy #5-506, *Student Rights and Responsibilities*
- College Policy #6-601, *Information Technology & Communications Appropriate Use Policy*
- Residence Community Standards (Student Handbook)
- Academic Collective Agreement
- Support Staff Collective Agreement
- Administrative Operating Procedure #4-420 OP, *Violence Prevention*

Appendices

N/A

Summary of Amendments/Reviews:

Section(s)	Date	Comments
Full policy review	May 2004	Policy #3-336 (Promoting a Peaceful Community) revoked and renamed as #4-420 (Violence Prevention)
Appendix A-D in procedures	April 2009	Reviewed and updated
Regular review	June 2015	Language updates, reflects new format



RENEWABLE PERFORMANCE BOND FOR A MULTI-YEAR CONTRACT

Bond No.: BND0018030

Bond Amount: \$100,000.00

10647802 Canada LTD o/a Dexterra Integrated Facilities Management (Dexterra) as Principal, hereinafter called the Principal, and **Northbridge General Insurance Corporation** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **Sir Sandford Fleming College of Applied Arts and Technology** as Oblige, hereinafter called the Oblige, in the amount of **One Hundred Thousand Dollars (\$100,000.00)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written multi-year contract with the Oblige, dated the **15th** day of **April** in the year **2020** for **Janitorial Services to College Campus and Residence - PRD18-21**

for the term **May 26, 2020** to **May 26, 2022** (hereinafter referred to as the "Contract").

The condition of this obligation is such that if the Principal shall promptly and faithfully perform that portion of the Contract that corresponds with the Initial Term or Renewal Term (as those terms are defined herein), as the case may be, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Whenever the Principal shall be, and declared by the Oblige to be, in default under the Contract, the Oblige having performed the Oblige's obligations thereunder, the Surety shall promptly:
 - a) remedy the default for the Initial Term or Renewal Term, as the case may be; or
 - b) complete that portion of the Contract that corresponds with the Initial Term or Renewal Term, as the case may be, in accordance with the terms and conditions of the Contract; or
 - c) obtain a bid or bids for submission to the Oblige for completing that portion of the Contract that corresponds with the Initial Term or Renewal Term, as the case may be, in accordance with the terms and conditions of the Contract and upon determination by the Oblige and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay to complete that portion of the Contract that corresponds with the Initial Term or Renewal Term, as the case may be, in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Oblige as a result of the Principal's default relating directly to the performance of the work under that portion of the Contract that corresponds with the Initial Term or Renewal Term, as the case may be, less the balance of the Contract price, but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Oblige to the Principal under the Contract for that portion of the Contract that corresponds with the Initial Term and all Renewal Terms, as the case may be, less the amount properly paid by the Oblige to the Principal; or
 - d) pay the Oblige the lesser of (i) the Bond Amount or (ii) the Oblige's reasonable proposed cost of completion for that portion of the Contract that corresponds with the Initial Term or the Renewal Term, as the case may be, less the balance of the Contract price.
2. The term of this Bond is for the period beginning on **May 26, 2020** and ending on **May 26, 2022** (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"). This Bond shall expire at the end of the Initial Term or, if extended, at the end of the Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Oblige in writing prior to ninety (90) days before the expiry of the existing Initial Term or Renewal Term. If the surety does not so inform the Oblige of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.
3. The Surety shall not be liable and no right of action or claim shall accrue on this Bond as a result of:
 - a) the expiry of the Initial Term or Renewal Term, as the case may be, notwithstanding that such expiry of the term of this Bond may constitute a failure by the Principal, directly or indirectly, to promptly and faithfully perform any provision of the Contract; or
 - b) any default that occurs after, or extends beyond, the expiry of the Initial Term or Renewal Term as the case may be.
4. No right of action or claim shall accrue on this Bond to, or for the use of, any person or corporation other than the Oblige named herein, or the heirs, executors, administrators or successors of the Oblige.

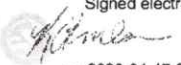
5. It is a condition of this Bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the expiry of the Initial Term or the last Renewal Term; or (2) the date on which the Principal is declared in default by the Obligee.
6. The Surety shall not be liable for a greater sum than the Bond Amount.
7. The Bond Amount is not and shall not be deemed to be cumulative in the event the Bond is extended for a Renewal Term(s).

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this **17th** day of **April, 2020**.

Witness as to Principal




**10647802 Canada LTD o/a Dexterra Integrated
Facilities Management (Dexterra)**

Signed electronically by

on 2020-04-17 20:17:23 GMT

Principal



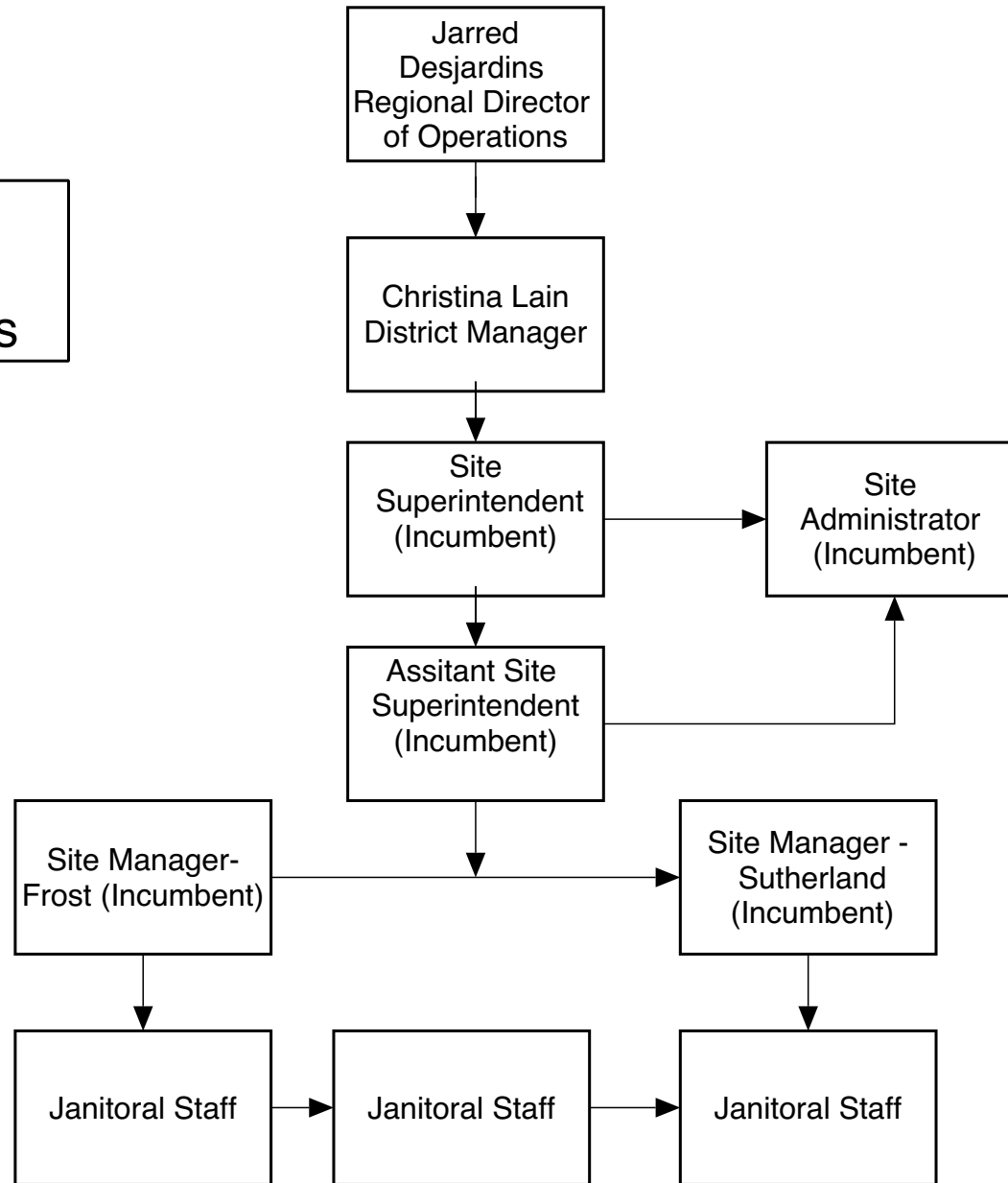
Northbridge General Insurance Corporation

Signed electronically by

on 2020-04-17 19:31:29 GMT

Hashi Hashi, Attorney-in-fact



Fleming
College
Operations



Ecolab Green Seal Certified Products



CORE

SKU	Product Name	Pack size	Type	Green Seal	Other Cert	Formula
6100302	Peroxide Multi-Surface Cleaner	2.5 gal	All Purpose	GS-37	USDA Biobased	914152
6100925	Peroxide Multi-Surface Cleaner	2-2L	All Purpose	GS-37	USDA Biobased	914152
6100610	QC 54 Peroxide Glass & Surface Cleaner	2-1.3L	All Purpose	GS-37	USDA Biobased	914152
6188001	Quik Fill 54 Peroxide Glass & Surface Cleaner	2.5 gal	All Purpose	GS-37	USDA Biobased	914152
6100288	Glass Cleaner	2.5 gal	Glass	GS-37	USDA Biobased	914266
6100289	Oasis Pro Glass Cleaner	2-2L	Glass	GS-37	USDA Biobased	914266
6100291	QC 50 UC Glass Cleaner	2-1.3L	Glass	GS-37	USDA Biobased	914266
6188015	Quik Fill 50 Glass Cleaner	2.5 gal	Glass	GS-37	USDA Biobased	914266
6100832	Quik Fill Pour Pak 50 Glass Cleaner	50-2 oz	Glass	GS-37	USDA Biobased	914266
6100275	Neutral Bathroom Cleaner	2.5 gal	Bathroom	GS-37	USDA Biobased	915107
6100276	Oasis Pro Neutral Bathroom Cleaner	2-2L	Bathroom	GS-37	USDA Biobased	915107
6100280	QC 92 UC Neutral Bathroom Cleaner	2-1.3L	Bathroom	GS-37	USDA Biobased	915111
6100767	Quik Fill 92 Neutral Bathroom Cleaner	2.5 gal	Bathroom	GS-37	USDA Biobased	915107
6100292	Acid Bathroom Cleaner	2.5 gal	Bathroom	GS-37	USDA Biobased	914371
6100293	Oasis Pro Acid Bathroom Cleaner	2-2L	Bathroom	GS-37	USDA Biobased	914371
6100295	QC 93 UC Acid Bathroom Cleaner	2-1.3L	Bathroom	GS-37	USDA Biobased	915002
6100078	High Performance Neutral Floor Cleaner	6/64oz	Floor Clnr	GS-37		914993
6100036	High Performance Neutral Floor Cleaner	2.5 gal	Floor Clnr	GS-37		914993
6100035	High Performance Neutral Floor Cleaner	2-2L	Floor Clnr	GS-37		914993
6100082	QC 34 High Performance UC Neutral Floor Cleaner	2-1.3L	Floor Clnr	GS-37		914993
6185305	Quik Fill 34 Neutral Floor Cleaner	2.5 gal	Floor Clnr	GS-37		914993
6100838	Quik Fill Pour Pak 34 Neutral Floor Cleaner	50-2 oz	Floor Clnr	GS-37		914993
6195077	Revitalize Carpet & Upholstery Extraction Cleaner	2 / 2 L	Carpet	GS-37		900839
6195078	Revitalize Carpet & Upholstery Extraction Cleaner	2.5 gal	Carpet	GS-37		900839
6195074	Revitalize Carpet & Upholstery Extraction Cleaner	4-1 Gal	Carpet	GS-37		900839
6195062	Revitalize Carpet & Upholstery Prespray Cleaner	2-2L	Carpet	GS-37		901143
6195069	Revitalize Carpet & Upholstery Prespray Cleaner	2.5 gal	Carpet	GS-37		901143
6195060	Revitalize Carpet & Upholstery Prespray Cleaner	4-1 Gal	Carpet	GS-37		901143
6100026	Low Maintenance Floor Finish	5 gal	Floor Finish	GS-40		908976
6100024	Low Maintenance Floor Finish - Phazer	2-2 gal	Floor Finish	GS-40		908976
6100034	Heavy Duty Low Odor Floor Stripper	5 gal	Stripper	GS-40		912864

6115875	Clean & Smooth	4 -1 gal	Hand	GS-41		913996
6100706	Clean & Smooth (Nexa)	6-750 mL	Hand	GS-41		913996
6100707	Clean & Smooth (Nexa)	4-1250 ml	Hand	GS-41		913996
6123671	DigiClean Mild Foam	6-750 ml	Hand	GS-41		901411
6100122	Foam Hand Soap (counter mount)	2-1600 ml	Hand	GS-41		901411
6100708	Foam Hand Soap (Nexa)	6-750 ml	Hand	GS-41		901411
6100709	Foam Hand Soap (Nexa)	4-1250 mL	Hand	GS-41		901411
6100865	Foam Hand Soap (Syncra)	4-1250 mL	Hand	GS-41		901411
6100740	Concentrated Foam Hand Soap	2-2 L	Hand	GS-41		916731
6100869	Concentrated Foam Hand Soap	2-1.3 L	Hand	GS-41		916731
6116001	Solid Navisoft	2-6 lb	Laundry	GS-51		903656
6117905	Solid Surge Plus	4-9 lb	Laundry	GS-51		905323

FaciliPro

6100081	FaciliPro 34 Conc Neutral Floor Cleaner	2-1.3 L	Floor Clnr	GS-37		914993
6100080	FaciliPro 34 Neutral Floor Cleaner	2.5 gal	Floor Clnr	GS-37		914993
6100299	FaciliPro 50 Concentrated Glass Cleaner GS	2-1.3 L	Glass	GS-37	USDA Biobased	914266
6100297	FaciliPro 54 Peroxide Multi-Surface	2.5 gal	All Purpose	GS-37	USDA Biobased	914152
6100266	FaciliPro Low Maintenance Floor Finish	2.5 gal	Floor Finish	GS-40		908976
6100264	FaciliPro Low Maintenance Floor Finish Phazer	2-2 gal	Floor Finish	GS-40		908976
6100710	FaciliPro Foam Hand Soap	2-1250 ml	Hand	GS-41		901411



Matt Markovic
 Director, College Services
 Fleming College

October 31st, 2023

Dear Mark,

Thank you again for the opportunity to speak on October 31st, where we discussed some of the financial challenges Dexterra has faced this year. As you are aware we completed the negotiations with both the OPSEU and UFCW unions representing both the Sutherland and Frost Campus employees in 2023.

While we were able to negotiate agreements and thus avoid job action it has come at a significant increase to our overall labor costs. As we have discussed the employee labor market is vastly different from the one Dexterra entered when we began servicing Fleming College. COVID and the lasting aftereffects have had significant negative impact on supply chain and product costs across the globe. As such Dexterra is requesting a review of the current rates so that we can alleviate the significant losses we have incurred with this contract year to date. Since January 1st, 2023 – September 30th, 2023, the total incurred by Dexterra is **\$184,202.65**.

To that end we are requesting that the College review our new rate schedule attached below. **Please note that we have not made any changes to the site management hourly rates.**

Existing Contract Rates				
Contract Year	Unionized Staff Hourly Rate	Site Manager Rate	Site Supervisor Rate	
4	\$ 23.57	\$ 44.29	\$	32.78
5	\$ 24.04	\$ 45.18	\$	33.44
6	\$ 24.52	\$ 46.08	\$	34.10
Propose Contract Rates				
Contract Year	Unionized Staff Hourly Rate	Site Manager Rate	Site Supervisor Rate	
4	\$ 26.96	\$ 44.29	\$	32.78
5	\$ 28.19	\$ 45.18	\$	33.44
6	\$ 28.99	\$ 46.08	\$	34.10





Request – Go Forward

- We would ask that these rates only be applied and be retroactive to the beginning of the contract term July 1st, 2023, and on go forward basis.
- We would ask the College for a one-time total retroactive payment of **\$125,000**. This includes a **\$60,487.32** retro payment for increased labor July 1st – September 30th, 2023, and a retro payment of **\$64,512.68** (vs the current incurred costs of **\$115,715.32**) for the increased labor costs January 1st – June 30th, 2023. **(See attachment)**

Mark, I have also attached the calculations that will show the monthly impact by month that the labor increases have caused. Lastly, I have attached the new Proposed Rate Schedule for Fleming College.

Carlos Montes and his team have taken responsibility for the delivery of the services at Fleming, and he has started to make great progress in a short amount of time with the new scheduled runs and review of the current equipment used on site to deliver the services.

We remain a committed partner to the Fleming College, and you can be assured that our approach to the delivery of our Fleming College contracts will not diminish because of these ongoing conversations.

Regards,

Mike Fernandes
Division Vice President
Dexterra IFM East

CC – Sanjay Gomes, President Dexterra Group





Board of Governors

Briefing Note



Topic: College/Foundation Gift Acceptance, Donor and Naming Policies
Report To: Public Board Meeting
Meeting Date: **March 27, 2024**
Prepared By: Trish Matthews, Director Corporate Affairs, Governance and Risk Management & Chris Jardine, Acting Associate Vice President, Marketing and Advancement

Recommended Motion

Following approval of, and referral by, the Fleming College Staff, Fleming College Foundation Staff and Board of Directors;

That Fleming College Board of Governors approve the

- Fleming College Foundation/Fleming College (Joint) Gift Acceptance Policy
- Fleming College Foundation/Fleming College (Joint) Donor Recognition Policy
- Fleming College Foundation/Fleming College (Joint) Naming Policy

for implementation April 1, 2024; *and*

Revoke College Policies

- Institutional Gifts, 4-408
- Unsolicited Financial Gifts, Receipting and Gifts in Kind, 4-415
- Receipting of Cash and Gifts in Kind as Charitable Donations, 4-416
- Liquidation of Donated Publicly Traded Securities, 4-422
- Gift Acceptance, 8-801

Effective April 1, 2024.

Overview

Establishing clear and comprehensive Donor, Naming, and Gift Acceptance policies is of paramount importance for a Foundation. These policies serve as a guiding framework that not only ensures transparency and ethical practices but also safeguards the foundation's integrity and mission.

Philanthropic policies that are jointly developed and shared between an organization and its foundation are crucial for fostering a collaborative and aligned approach to giving. These policies serve as a bridge between the two entities, ensuring that their philanthropic endeavors are coordinated, coherent, and mutually reinforcing. By having joint policies, both the organization and its foundation can synchronize their efforts to address shared goals and community needs, leveraging their resources and expertise effectively.

1. **Mission Alignment:** Joint policies help ensure that the philanthropic activities of the organization and its foundation are in harmony with each other and aligned with their shared mission. This ensures that both entities are working towards common objectives and maximizing their impact.
2. **Resource Optimization:** Coordinated policies facilitate the strategic deployment of resources, both financial and non-financial. By working together, the organization and its foundation can avoid duplication of efforts and identify opportunities for synergies, leading to more efficient and impactful philanthropic initiatives.

3. **Consistent Messaging:** Joint policies help in maintaining a consistent and coherent message to the public, donors, and other stakeholders. This consistency is crucial for building trust and credibility, as it presents a unified front on the organization's commitment to philanthropy.

4. **Risk Management:** Shared policies provide a framework for managing potential risks associated with philanthropic activities. By jointly addressing legal, ethical, and reputational considerations, both entities can mitigate risks and navigate potential challenges more effectively.

5. **Donor Relations:** Collaborative policies enhance donor relations by presenting a united front to contributors. This can be particularly important when donors engage with both the organization and its foundation, ensuring a seamless and positive experience for those supporting the philanthropic efforts.

6. **Compliance and Governance:** Joint policies contribute to compliance with legal and regulatory requirements, ensuring that both the organization and its foundation operate within the bounds of the law. This alignment strengthens governance practices and reduces the risk of legal complications.

Joint philanthropic policies facilitate a coordinated and strategic approach to giving, enhancing the overall impact of the organization and its foundation in addressing societal challenges and advancing their shared mission.

Gift Acceptance Policy: guide the employees, volunteers, and leaders of Fleming College (“the College”) and Fleming College Foundation (“the Foundation”) on matters of gift acceptance and ensures that all donations received are in accordance with the organizations’ mission, vision, and objectives.

This Policy identifies the various types of donations that the Foundation may accept, and outlines guidelines for each type of donation to ensure that gifts will:

- a) Protect the donor’s interests;
- b) Be acceptable to Canada Revenue Agency (CRA);
- c) Minimize the risk of liability on the College and Foundation, their staff, and the Board of Directors (the Board);
- d) Be cost-effective for the donor and the Foundation.

Donor Recognition Policy: establishes guidelines for the appropriate, equitable, and consistent recognition of philanthropic gifts to Fleming College and Fleming College Foundation, develop a centralized framework for Donor Recognition and stewardship and ensure one clear Policy of recognition is unilaterally applied.

Naming Policy: sets out the authority and procedures for Naming College Assets to recognize financial contributions from individuals, businesses, organizations, etc. This Policy ensures that Naming Recognition decisions are made consistently according to the College's and Foundation's mission and objectives.

These policies collectively contribute to the foundation's credibility, helping to build trust among stakeholders and the broader community. Moreover, they offer legal protection by addressing potential conflicts of interest

and ensuring compliance with regulatory requirements, ultimately preserving the foundation's reputation and long-term impact.

A number of outdated college policies will be superseded by the above noted three new Foundation Policies, and management recommends policy revocations for each:

- Institutional Gifts, 4-408
- Unsolicited Financial Gifts, Receipting and Gifts in Kind, 4-415
- Receipting of Cash and Gifts in Kind as Charitable Donations, 4-416
- Liquidation of Donated Publicly Traded Securities, 4-422
- Gift Acceptance, 8-801

Risks and Considerations

External Environment Internal Environment Financial Human Resources
 Information Technology Legal Operational Strategic N/A

Supporting Documentation

- Fleming College Foundation/Fleming College (Joint) Gift Acceptance Policy
- Fleming College Foundation/Fleming College (Joint) Donor Recognition Policy
- Fleming College Foundation/Fleming College (Joint) Naming Policy

- Institutional Gifts, 4-408
- Unsolicited Financial Gifts, Receipting and Gifts in Kind, 4-415
- Receipting of Cash and Gifts in Kind as Charitable Donations, 4-416
- Liquidation of Donated Publicly Traded Securities, 4-422
- Gift Acceptance, 8-801



Policy Title:	Fleming College and Fleming College Foundation (Joint) Gift Acceptance
Policy ID:	1-114
Manual Classification:	College Policies
Approved by Foundation Board of Directors: College Board of Governors:	TBD TBD
Effective Date:	April 1, 2024
Next Review Date:	April 2027
Contact for Policy Interpretation:	Associate Vice President, Advancement and Marketing

1.0 – Policy Overview

Fleming College Foundation (FCF, “the Foundation”) welcomes donations that enable Fleming College (FC) to fulfill its mission of empowering our students with the innovative education, research, and real-world experience they need to build better lives, better communities, and a better world.

The objective of the Foundation is to inform, serve, guide, or otherwise assist donors who wish to support the College and Foundation’s activities but never to obtain gifts under circumstances of pressure or undue influence. In particular, whenever a gift involving an irrevocable transfer of assets is under consideration every effort will be made to ensure that completing the gift will not jeopardize the donor’s personal or financial security.

The Foundation adheres to the Donor Bill of Rights published by the Association of Fundraising Professionals (AFP) and the Council of Advancement and Support of Education (CASE).

Staff will act at all times to promote the integrity and advance the quality of the fundraising profession and will comply with the Code of Ethical Standards published by the Association of Fundraising Professionals (AFP) and the Code of Ethics published by the Canadian Association of Gift Planners (CAGP).

2.0 – Purpose

This Policy is intended to guide the employees, volunteers, and leaders of Fleming College (“the College”) and Fleming College Foundation (“the Foundation”) on matters of gift acceptance and ensures that all donations received are in accordance with the organizations’ mission, vision, and objectives.

This Policy identifies the various types of donations that the Foundation may accept, and outlines guidelines for each type of donation to ensure that gifts will:

- a) Protect the donor’s interests;



- b) Be acceptable to Canada Revenue Agency (CRA);
- c) Minimize the risk of liability on the College and Foundation, their staff, and the Board of Directors (the Board);
- d) Be cost-effective for the donor and the Foundation.

3.0 – Definitions and Acronyms

The following definitions and acronyms apply to this policy:

Bequest: a gift made by a donor via their Last Will and Testament.

Deferred Gifts: future gifts to the Foundation that are delayed, where the transaction of gifting occurs later than the date when the commitment was made, and where specific conditions have been met, i.e., the title does not pass until the donor's death.

FC: Fleming College

FCF: Fleming College Foundation

Gift Annuity: an arrangement where a donor contributes to the Foundation pursuant to an agreement authorizing the Foundation to purchase a commercial prescribed annuity that will pay a stipulated amount for the annuitant's life (s) or a term of years.

Gifts of Residual Interest: an arrangement under which property (other than cash or securities) is transferred to the Foundation. Residual interest gifts include charitable remainder trusts.

In-Kind Gifts: non-cash gifts (including equipment, prizes, auction items) that typically require a valuation for gift receipt purposes.

Outright Gifts: current gifts made directly to the organization when the donation is committed, i.e., title transfers at the time of the gift.

Pledges: donation commitments to be paid over a time period that is mutually acceptable to the donor and the Foundation.

Publicly Listed Securities: shares, debt obligations, or rights listed on a prescribed stock exchange. They also include mutual fund units and units in a segregated fund trust.

Registered Assets: proceeds from registered savings assets including but not limited to Registered Retirement Savings Plans (RRSP), Registered Retirement Income Funds (RRIF), or Tax-Free Savings Accounts (TSFA).

Third-Party Gifts: monies raised by an outside individual or entity that may be accepted if the individual or entity does not have a mission that is in conflict or perceived to conflict with the mission of the College and the Foundation.



4.0 – Scope

This Policy applies to all contributions received by the Foundation from individuals, estates, corporations, foundations, service clubs, and other community organizations.

This Policy is approved by the Fleming College Foundation Board of Directors and Fleming College Board of Directors upon the recommendation of the Foundation Chief Fundraising Officer and is administered by the Foundation's Stewardship and Donor Engagement Team.

This Policy applies to future donations and is not meant to change the terms or conditions of any existing gifts.

5.0 – General Principles

5.1 - Direction of Gifts:

Securing Outright Gifts is the highest priority for the Foundation, and donors who can make such gifts will be encouraged to do so.

Undesignated or unrestricted gifts will be used as the Foundation determines the best way to advance the College's mission.

Where donations to the Foundation do not contain any restrictions on their use, the Foundation President & CEO, in consultation with the Foundation Board's Finance Committee or the College President & CEO, will exercise discretion to determine the best use of the funds.

Restricted gifts must be used expressly for the purposes to which they are gifted and must be consistent with the objectives of the Foundation and the priorities of the College.

Restrictions for gifts will be broad to allow the College and the Foundation discretion to use funds to fulfill the general intent of the donor and the mission of the College.

The Foundation will encourage the donor to discuss any proposed gift with independent legal or tax advisors of the donor's choice to ensure that the donor receives a full and accurate explanation of all aspects of a proposed gift and ensure that the gift is consistent with the donor's objectives. Furthermore, the donor will also be advised to consult with their own family.

If a donor asks for a referral for independent legal or tax advisors, the Foundation may provide the donor with at least three possible choices. The Foundation will not influence the donor's choice of advisor.

5.2 - Foundation's Position on Acting as Trustee or Executor

The Foundation will not serve as the trustee of a charitable remainder trust or trust for residual interest gifts except as approved by the Foundation Board on the advice of the Foundation Finance Committee. Donors who wish to establish such trusts will be advised to name a trust company, or other qualified trustees, as the trust manager.



No person in their capacity as an officer, director, member, or employee of the Foundation will serve as a personal representative, trustee, or executor of a Will where the Foundation is named a beneficiary. The Foundation Board must approve exceptions with a recommendation from the Foundation Finance Committee. When such an exception is made, one of the following conditions must exist:

- The Foundation is the sole beneficiary of a Will.
- The Foundation is not aware of any potential legal claims that might affect the estate;
- A professional co-executor is also named in the Will; or The Will gives the Foundation the right to appoint an agent to act on the Foundation's behalf or otherwise on the advice of the Foundation's legal counsel and Finance Committee and as approved by the Board. Where the Foundation does serve in this role, before finalizing the accounts of the estate, the Foundation will present them to the Finance Committee of the Board for approval; and,
- Extenuating time-sensitive circumstances where the Foundation has been named a beneficiary, and there is no other individual to act as the trustee or executor. These will be reviewed by the Foundation or the College President on a case-by-case basis in consultation with legal counsel.

5.3 - Privacy

The Foundation is committed to protecting the privacy of the personal information of its donors, volunteers, and other stakeholders.

The Foundation values the trust of those it interacts with and of the public and recognizes that maintaining this trust requires transparency and accountability in the Foundation's treatment of personal information that it receives. Documentation relating to the Foundation may be subject to the Freedom of Information and the Protection of Privacy Act, in keeping with FC policy.

See the Foundation's [Privacy Policy](#) for guidelines.

5.4 - Eligible Gifts

The Foundation is authorized to accept both outright and Deferred Gifts and Pledges, and funds raised through third-party fundraising initiatives.

Considerations regarding Pledges include:

- The Foundation may accept a multi-year Pledge. The period to fulfill a Pledge will be agreed upon between the Foundation and the donor(s).
- The standard Pledge period acceptable to the Foundation will be a five (5) year term. The Foundation President & CEO will approve any exceptions to this term on a case-by-case basis.
- The Foundation requires that all Pledges be confirmed in writing before they are accepted.
- All multiyear Pledges greater than \$1,000 per year will be confirmed in writing by the Donor and the Foundation.
- According to the Canada Revenue Agency, if the donor ceases payment of an agreed-upon Pledge, any prior Pledge payments received by the Foundation are not eligible for reimbursement.
- Before taking any action, the Foundation will make every attempt to renegotiate with the donor to see the Pledge fulfilled.

Commented [AJ1]: Assuming the FCF privacy policy speaks to Foundation records being subject to PHIPA, it would be worth including this language here as well if that is the case.

Commented [AJ2]: This could be hyperlinked to the FCF Privacy policy.



The Foundation reserves the right to refuse Third Party Gifts without explanation.

The Foundation may accept the following types of gifts and commitments:

a) Cash Gifts or Cash Equivalents

- The Foundation will accept cash or cash equivalent gifts such as but not limited to, bank to bank transfers, credit cards, and payroll deductions.

b) Charitable Bequests: When a donor notifies the Foundation of their intent to include a provision in their Will, sample Bequest language for restricted and unrestricted gifts will be provided to donors and their lawyers or notaries to ensure that the Bequest provision is worded correctly.

- Donors will be encouraged to consult with Foundation staff to ensure their Bequest intentions can be honoured.
- Donors will also be invited to provide information about their Bequest provision to the Foundation. Where donors wish to send a copy of their Will or the section of their Will naming the Foundation as a beneficiary, the Foundation will keep that information strictly confidential.
- During the probate of estates containing a Bequest to the Foundation and during the post-death administration of revocable trusts containing dispositive provisions benefiting the Foundation, the Vice-President, Philanthropy (or designate) will represent the Foundation in all dealings with the lawyer and personal representatives of the estate.
- The Foundation and College President shall keep the Foundation Board Chair apprised of particularly contentious estates.
- When a claim is made against an estate, staff will consult with the Foundation's legal counsel.

c) Life Insurance Policies (and their Proceeds): Donors may donate a life insurance policy or its proceeds to the Foundation in one of the following ways:

- Name the Foundation as the beneficiary of a life insurance policy.
- Irrevocably assign a paid-up policy to the Foundation, naming the Foundation as owner and beneficiary.
- Purchase a new policy, make the Foundation owner and beneficiary, and receive a tax receipt for premium payments.
- When ownership of a policy is irrevocably assigned to the Foundation, the donor is entitled to a gift receipt for the net cash surrender value, if any, at the time of the transfer and for each premium as paid in the future.
- When the Foundation is the beneficiary of a policy, the Foundation will issue a gift receipt to the donor's estate upon receipt of the death benefits.
- If a donor purchases a new policy, the Foundation will encourage them to pay it up entirely in ten years or fewer. The Foundation prefers policies with equity and significant cash surrender value.
- In the event a policy is contributed on which premiums remain to be paid, the donor is responsible for paying the premiums directly to the insurance company. Once the Foundation receives proof of payment of the premium, the Foundation will issue a gift receipt for the amount of the premium payment.
- If a donor stops paying premiums before the policy is paid up, the Foundation will either discontinue the policy or pay the remainder of the premium payments to



ensure it receives the death benefit. The Finance Committee will make this decision upon the recommendation of the Foundation President & CEO.

d) Gifts of Registered Assets (RRSPs, RRIFs, and TFSAs)

- Donors may make gifts of these assets by naming the Foundation a beneficiary for all or a portion of the Registered Assets. They may also name their estate as a beneficiary and designate a gift in their Will for any amount up to the entire proceeds of the Registered Asset.
- When the Foundation receives the proceeds of the gift, it will issue a receipt to the donor's estate.

e) Real Estate: Gifts of real estate can be vacant or developed properties. These would include an Outright Gifts where no encumbrance on the property exists, a residual interest in the property, or funding a charitable remainder trust.

- The Foundation will accept gifts of real estate in general with a view of ultimate disposal.
- Where real estate is transferred subject to residual interest, the requirements for residual interest gifts must also be met.
- The donor will secure a written appraisal of the property from a qualified, independent appraiser at the donor's expense and in a form acceptable to the Foundation.
- The Foundation will determine if the donor has title to the property.
- The Foundation will review other factors including tax liabilities (HST and Land Transfer Tax), zoning restrictions, marketability, current use, and cash flow to determine whether it would be in the best interests of the Foundation to accept the gift.
- The Foundation will review the property's environmental status and may require an environmental assessment, which could include an environmental audit. The Foundation will accept the property only if:
 - i. It contains no toxic substances, or
 - ii. Toxic substances are removed, or other remedies are taken before the title transfer to ensure the Foundation does not incur any liability when it accepts the gift. The donor normally pays for these expenses, although the Foundation may elect to cover them.
- Mortgaged property cannot be accepted if the Foundation incurs any debt. Special consideration may be given on a case-by-case basis.
- A deed of gift that specifies the terms of the gift will be prepared at the donor's expense and may be reviewed by the Foundation's legal counsel before the gift is accepted. The Foundation will not accept the gift until the donor and their legal advisor determine that the deed is in the proper form and that the gift itself is appropriate for the donor's situation.
- The Foundation will issue a gift receipt for the property's appraised value (or present value of the residual interest computed on the appraised value in the case of residual interest gifts). However, the Foundation has the right to secure its own appraisal and issue a gift receipt based on that appraisal.
- The cost of adhering to these guidelines may be considerable. It is expected that the prospective donor will bear the costs.
- The Foundation will not accept gifts of ecologically sensitive land.



f) Publicly Listed Securities

- All stock exchanges in Canada qualify.
- Acceptance by the Foundation will depend on a review of the security's liquidity by the Vice President, Finance.
- The Foundation will issue a gift receipt to the donor for the gift's fair market value.
- The gift's fair market value will be calculated using the closing value of the securities on the date they are registered in the Foundation's name (either directly or beneficially).
- The Date of the Gift will be determined as follows:
 - i. For securities in certificate form, it is the date the donor hand-delivers the share certificate and transfers power of attorney to the Foundation office.
 - ii. If it is mailed, the date that these documents are post-marked.
 - iii. If the donor registers the share certificate in the Foundation's name, the date of the gift is the date of the registration.
- The Foundation will work closely with the donor and the donor's financial advisor or stockbroker to ensure the timely and efficient completion of the gift.
- Once the Foundation or its broker receives it, securities will be sold at the earliest convenient date.
- The Foundation may assume all costs of completing the gift (i.e., commission on transfer).

g) Gifts of Residual Interest: A trust deed transfers the gift, but the donor retains the use of the property for life or a term of years. For example, the donor might give the Foundation a residual interest in a personal residence and continue living there.

- The donor of a Residual Interest Gift should be at least 65 years old.
- Real estate contributed to the trust will be subject to a thorough review, as described in the guidelines for Gifts of Real Estate (section **5.6(e)** above).
- The Foundation will not serve as trustee for a Residual Interest Gift except as approved by the Board on the advice of the Finance Committee.
- The Foundation may refer the donor to at least three institutional trustees, where the donor makes the final selection.
- The donor will continue to be responsible for real estate taxes, insurance, utilities, and maintenance costs of the property after transferring the title to the Foundation unless the Foundation, upon prior approval of the Board (or designated committee), agrees to assume responsibility for all or part of the costs.
- A trust deed will be prepared at the donor's expense and may be reviewed by the Foundation's legal counsel before the gift is accepted. The terms of the gift, responsibilities for expenses, and, if appropriate, its valuation will be specified in the trust deed. The deed must provide that the trustee has the right to inspect the property and review insurance coverage annually to ensure that the Foundation's interest is safeguarded.
- The Foundation will not execute the deed until the donor and their legal advisor have determined that the document is in the proper form and that the gift itself is appropriate to the donor's situation.
- The Foundation will issue a gift receipt to the donor at the time the gift is established for the calculated present value of the residual interest as permitted by law.
- At the donor's expense and in a form acceptable to the Foundation, the donor must provide a property valuation before the Foundation issues a gift receipt. In some cases, the Foundation may acquire its own appraisal.



- The effect that issuing the receipt will have on the Foundation's disbursement quota should be considered one that does not leave the Foundation in a situation where it cannot meet its disbursement quota.
- h) Charitable Remainder Trusts:** The donor irrevocably transfers property to a trustee who holds and manages it. The net income will be paid to the donor or other named beneficiary. When the Trust terminates (either at the death of the beneficiary or after a term of years), the Trust remainder is distributed to the Foundation.
- The Foundation recommends that beneficiaries be at least 65 years of age unless the Trust is for a term of years and that the Trust should be at least \$100,000.
 - The Foundation will not serve as trustee for a Charitable Remainder Trust except as approved by the Foundation Board on the advice of the Foundation's Finance Committee. It may, however, refer the donor to at least three institutional trustees where the donor makes the final selection.
 - A Trust Deed will be prepared at the donor's expense and may be reviewed by the Foundation's legal counsel before the gift is accepted. The Foundation will not execute the deed until the donor and their legal advisor have determined that the document is in the proper form and that the gift itself is appropriate.
 - The donor has no right to encroach on capital. The Foundation will issue a gift receipt to the donor at the time the gift is established for the calculated present value of the residual interest as permitted by law. At the donor's expense and in a form acceptable to the Foundation, the donor must provide a property valuation before the Foundation issues a gift receipt. In some cases, the Foundation may acquire its own appraisal.
- i) Gift Plus Annuities**
- Assets in excess of the amount required to purchase the Commercial Annuity are retained by the Foundation and used for purposes specified by the donor and acceptable to the Foundation.
 - Determination of the gift receipt and taxation of Annuity payments will be in accordance with the Canada Income Tax Act and any interpretation bulletins issued by Canada Revenue Agency.
 - The minimum amount the Foundation will accept for a Gift Annuity is \$10,000.
 - The cost of the Commercial Annuity will not exceed 75% of the assets transferred.
 - The donor may designate the purpose of the gift subject to the consent of the Foundation.
 - The Vice President, Finance or Foundation Board-appointed delegate selects the commercial insurance company and negotiates the terms of the annuity contract.
 - Only highly rated companies shall be selected to reinsure an annuity.
- j) In-Kind Gifts:** The Foundation will accept In-Kind Gifts that will directly benefit the Foundation and the College, and will stipulate specific gift acceptance parameters in individualized Gift Agreements. Item J is not intended for gifts of Securities or Real Estate.
- If the Foundation wishes to accept a gift In Kind, a receipt for the gift's fair market value will be provided to the donor.
 - The Foundation shall decide how to best use the gift.
 - Before accepting a Gift In-Kind, in accordance with the individualized Gift Agreement



- the Foundation will assess whether the gift(s) will help the Foundation further its charitable purposes or whether it can immediately sell the property.
- If it is not usable or marketable, the Foundation will not accept the gift.
- The donor will provide the Foundation with appropriate documentation supporting the current fair market value of the item(s) and the date of acquisition by the donor.
- If the item(s) are being donated within three years of their acquisition, the donor will also provide appropriate documentation of the cost of the item(s).
- When the property is valued at over \$1,000.00, the donor will provide an independent appraisal. The appraisal will be at the donor's expense and in a form acceptable to the Foundation.
- When the gift's value is under \$1,000.00, an estimated value from the donor based on the original purchase invoice will be applied. The Foundation may choose to obtain its own appraisal.
- When the gift is made three years or more after its acquisition by the donor, and the donor did not purchase the property to donate it, the gift receipt will be issued for the fair market value. Otherwise, the gift receipt will be issued for the lesser of the cost of the property or fair market value.
- Gift receipts will not be issued for donations of services, items with an advertising component, or used goods (such as books, toys, or clothing).
- The disposition of the item(s) by the Foundation is at the discretion of the Foundation Board or its designate.
- The Foundation will not accept gifts of used equipment unless in compliance with the College in compliance with the College's safety expectations.
- The College and Foundation do not accept gifts of art unless those items can be immediately disposed of to further the mission of the organization on the approval of the Foundation's President & CEO. Any artwork accepted for the purpose of disposal will be required to abide by the Foundation's appraisal process for In-Kind Gifts.

k) Service In-Kind Donations

- Tax receipts will not be issued for Service In-Kind donations.
- If a tax receipt is desired, the Foundation will pay for the Service, and the monies paid may be donated back to the Foundation and thus fall within the definition of a Gift of Cash.

l) Gifts of Shares in Privately Owned Companies and Other Business Interests

Donors may make Gifts of Privately-Owned Shares and partnership Interests.

- These are highly complex gifts requiring extensive legal, tax, and accounting advice for the donor and the Foundation.
- The Foundation may accept these gifts as long as it assumes no known or contingent liability in receiving them, and there is a plan to have the shares purchased or redeemed at an identified point in the future.
- A Gift of Shares in a Privately-Owned Company should be for at least \$50,000 unless otherwise approved by the Board. Satisfactory evidence of the value of the shares must be provided at the donor's expense before a gift receipt will be issued.
- To be considered for acceptance, partnership interests must not subject the Foundation to cash calls or other liability and must not have adverse tax consequences to the Foundation.



- A deed of gift that specifies the terms and responsibilities for expenses will be prepared at the donor's expense and may be reviewed by the Foundation's legal counsel before the gift is accepted.
- The Foundation will not accept the gift until the donor and their legal advisor determine that the deed is in the proper form and that the gift itself is appropriate for the donor's situation.

The Foundation is authorized to accept other gifts that are approved by the Board. All programs, solicitation plans, and activities shall be subject to the supervision of the Board.

5.5 - Approving and Accepting Gifts

The Board authorizes the Foundation President & CEO or their designate to execute gifts with prospective donors in accordance with the guidelines set out in this document.

Unrestricted and Outright Gifts of cash and securities listed on major North American exchanges do not require approval by the President & CEO or the Vice-President, Finance.

Any gift subject to restrictions must be referred to the Foundation President & CEO.

The Board authorizes the Foundation's President & CEO or Vice President, Finance, to execute releases for estate gifts.

Any gift that falls outside of this Policy will be reviewed on a case-by-case basis by the Foundation's executive team.

5.6 - Issuance of Gift Receipts

As a registered charity, the Foundation **890087687 RR000** is authorized and responsible for generating all charitable tax receipts for donations to Fleming College.

The Foundation will comply with the rules for issuing gift receipts as defined by the Income Tax Act (Canada) and Canada Revenue Agency guidelines.

Unless the donor indicates that they do not require one, a tax receipt will be issued for individual donations of \$20.00 and above.

Tax receipts will be issued to individual donors for memorial donations unless a donor indicates they do not require one.

Charitable tax receipts will not be issued in the following circumstances:

- Event sponsorships
- For organizations that do not qualify for a charitable tax receipt (a business receipt may be issued instead)
- Donations where there is a considerable benefit to the donor
- Gifts of service for personal time

5.7 - Declining Gifts

The Foundation reserves the discretion to decline gifts that may be detrimental to the interests or reputation of the Foundation or the College.



Donations will not be accepted in circumstances where any contributions would result in preferential treatment or advantage to the donor.

The Foundation will consider declining gifts based on the following factors that may include, but are not limited to:

- Conditions of a gift that do not comply with Canada Income Tax and Canada Revenue Agency guidelines.
- Conditions of the gift are not consistent with the mission of the Foundation or the College.
- Acceptance of the gift would create an undue burden on the Foundation's or the College's financial resources with ongoing operating requirements or other required financial commitments.
- Conditions of the gift are seeking or are deemed to be seeking to unduly influence access to the services offered by the Foundation or the College.
- Conditions of the gift are deemed to give special consideration to the procurement of products or services associated with the donor.
- Conditions of the gift are seeking to benefit one particular individual.
- Property is mortgaged, or there is another potential exposure to debt for the Foundation or the College.
- There are physical or environmental hazards associated with the property.
- The gift cannot be effectively realized, such as profoundly illiquid real estate.
- The gift is not a free and voluntary act of the donor.
- The donor's philanthropic intent is missing.
- The Foundation or the College is unable to honour the wishes of the donor.
- The Foundation is unable to assign an accurate value to the gift.
- Gifts are perceived to have advertising intent.

Any gift that may be detrimental to the College or the Foundation may be referred to the Board or to the Foundation's legal counsel to decide whether to accept or decline the gift.

The Foundation, at its discretion, determines that the donor's conduct is unbecoming and is detrimental or harmful to the reputation of the College, its mission, or its position in the community.

5.8 - Donor Recognition:

Donor recognition for gifts accepted by the Foundation will be offered in accordance with the College and Foundation's Donor Recognition Policy and Naming Policy.

6.0 – Related Documents

- [Donor Bill of Rights](#), 2015 Association of Fundraising Professionals et al
- [Code of Ethical Standards](#), 2014, Association of Fundraising Professionals
- [Code of Ethics](#), 2020, Canadian Association of Gift Planners
- College Policy 1-114 Fleming College and Fleming College Foundation Joint Gift Acceptance
- College Policy xxxx Fleming College and Fleming College Foundation Naming Policy
- College Policy 1-111 Access to Information and Protection of Privacy

Commented [AJ3]: This section is dependent on whether this policy will *replace* similar existing P&P or not

Commented [TM4R3]: these are really "owned" by the foundation - can remove OCAAT and Directive references. let's discuss others.

Commented [AJ5R3]: Removed, and added references that are named previously in the body of this policy.



7.0 – History of Reviews and Amendments

Date	Activity
TBD	Original Approval

Policy Title:	Fleming College and Fleming College Foundation (Joint) Donor Recognition Policy
Policy ID:	1-113
Manual Classification:	College Policies
Approved by Foundation Board of Governors: College Board of Governors:	TBD TBD
Effective Date:	April 1, 2024
Next Review Date:	April 2027
Contact for Policy Interpretation:	Associate Vice President, Advancement and Marketing

1.0 – Policy Overview

In grateful appreciation for philanthropic donations, Fleming College and Fleming College Foundation have developed a comprehensive policy to ensure each donor is thanked, celebrated, and recognized for their generosity. All Donor Recognition offered will be in accordance with the missions, vision, and objectives of Fleming College ("the College") and Fleming College Foundation ("the Foundation") and must conform to this Policy.

2.0 – Purpose

This Policy establishes guidelines for the appropriate, equitable, and consistent recognition of philanthropic gifts to Fleming College and Fleming College Foundation, develop a centralized framework for Donor Recognition and stewardship and ensure one clear Policy of recognition is unilaterally applied.

3.0 – Definitions and Acronyms

The following definitions and acronyms apply to this policy.

Donor Recognition: the practice of providing formal, informal, personal, and public expressions of appreciation to donors that make philanthropic contributions to the organization.

FC: Fleming College

FCF: Fleming College Foundation

4.0 – Scope

This Policy applies to all contributions received by the Foundation from individuals, estates, corporations, foundations, service clubs, and other community organizations.

This Policy is approved by the Fleming College Foundation Board of Directors and Fleming College Board of Directors upon the recommendation of the Foundation Chief Fundraising Officer and is administered by the Advancement and External Relations Team,

5.0 – General Principles

Donor Recognition has been established based on giving levels outlined in the Foundation's Donor Recognition framework to support the organization's ongoing stewardship priorities.

- a) The framework outlines recognition, reporting, and engagement opportunities that may be offered to donors based on their giving to the Foundation.
- b) The development and management of the associated recognition opportunities are the responsibility of the Foundation and will be updated as needed to meet the evolving stewardship needs and priorities.

Tax receipts and acknowledgment letters will be issued for all individual donations of \$20 or greater.

The College and the Foundation will respect and observe a donor's wish for anonymity instead of public recognition when requested.

Donors who have remembered Fleming College Foundation in their estate plan will be recognized as members of the Foundation's Legacy Circle.

The Foundation may name an endowment fund in recognition of a donor for endowed gifts of \$25,000 or greater, in accordance with the Foundation's Naming Policy. All other recognition for endowed gifts shall be aligned with the Foundation's Donor Recognition framework.

The Foundation may provide a naming opportunity for a non-endowed expendable donation (minimum of \$5000 payable over five years.) Example: The Smith Family Award, which provides \$1000 a year for a total duration of five years to a deserving student.

5.1 - Physical Recognition

- a) Donors who make a gift or pledge of \$50,000 or above shall qualify for a physical recognition opportunity which may include a dedication plaque installed in/or near the area their donation supports.
- b) A dedication/recognition plaque may be installed near the equipment for donations that support equipment acquisition.
- c) All recognition opportunities and dedication plaques shall be for a maximum of 20 years.
- d) When capital redevelopment of space occurs during the term of an existing recognition opportunity, Fleming College Foundation will work with the donor (their family member or

legal representative) to provide appropriate recognition of past philanthropy while providing new opportunities for future gifts integral to the further growth of Fleming College.

- e) In recognition of gifts of \$1,000,000 or greater, the donor shall qualify for a naming opportunity with a designated term according to the Foundation's Naming Policy.
- f) The Foundation may choose to honour long-time loyal donors through physical recognition or naming opportunities to acknowledge their cumulative giving.
- g) In these circumstances, each opportunity will be approved in accordance with the appropriate policy requirements for naming or recognition opportunities.
- h) Physical recognition may begin upon receipt of a minimum of 25 % of the total commitment and a signed gift agreement, with the installation of signage to follow.
- i) Recognition expenses may include events, signage, plaque costs, and other activities associated with recognizing a gift. These costs will be derived from the gift, and the Foundation will ensure expenses are reasonable and aligned with Canada Revenue Agency guidelines for stewardship and recognition costs.
- j) The Foundation may work with the College to pursue cost-sharing arrangements when Donor Recognition needs to be incorporated into a capital development plan.
- k) Recognition expenses for gifts of \$10 million and more will be determined on a case-by-case basis and approved by the Foundation's Senior Leadership Team.
- l) Commercial logos or any wording that may be perceived to have commercial value or advertising intent will not be incorporated into donor wall recognition, dedication plaques, or naming signage.
- m) Except for medical doctors, honourifics and suffixes, e.g., LL.B, will not be incorporated into donor wall recognition, dedication plaques, or naming signage.

5.2 - Physical and Digital Donor Walls

One-time gifts will qualify donors for recognition on the annual donor walls either alphabetically or in giving levels. This is typical for an annual donor wall or included in the Impact Report.

Gifts from different family members may be combined for donor wall recognition.

Donor walls will be updated annually after the close of the fiscal year. A digital donor wall can also be displayed online.

Donor wall recognition celebrates a donor's lifetime giving to the institution, and recognition on the donor wall shall be for the life of the donor walls in its current form.

5.3 - Authority and Approval

The Donor Recognition framework outlines the recognition, engagement, and reporting opportunities at set donation levels that may be offered to a donor. Revisions to the giving levels



and associated opportunities are subject to approval by the Foundation's Chief Fundraising Officer.

All proposals for physical recognition opportunities regarding gifts of \$50,000 or more shall be forwarded to the Foundation's Chief Fundraising Officer for approval, who shall determine whether the proposed opportunity conforms to this Policy, is otherwise appropriate, and is of sufficient merit.

All naming opportunities will be offered and conferred following the approval process outlined in the Naming Policy.

Any proposed recognition that falls outside of this Policy will be reviewed on a case-by-case basis by Foundation's executive team that may consist of the Chief Fundraising Officer, Associate Vice President, Marketing and Advancement, Vice-President, Finance & Operations.

5.4 - Gifts Eligible for Recognition

Cash, gifts of stock, securities, ETF, bank to bank transfers, credit card donations, or other cash equivalents made as a one-time gift or as part of a pledge.

- a) Pledges - All contributions, unless otherwise stipulated, are recognized upon receipt of a written pledge form or gift agreement and when accompanied by a minimum of 20% of the pledged amount.
- b) Legacy Gifts:
 - Realized charitable bequests receive the same benefits as cash donations.
 - Donors who have made an irrevocable legacy gift, e.g., a charitable remainder trust, will qualify for recognition at the receipt value. Any physical recognition will be granted following terms outlined in this Policy, the Naming Policy, and the Joint Gift Acceptance Policy.
 - How a legacy gift is recognized is dependent on the type of gift and how it is structured. Each irrevocable legacy gift will be reviewed on a case-by-case basis and discussed with the donor, a family member, or a legal representative.
- c) Memorial Gifts:
 - Memorial gifts will receive the same benefits as a cash donation.
 - The gift will be recognized as a gift to the Foundation in the name of the memorialized person.
- d) Event Sponsorships:
 - Sponsors will receive recognition for sponsorship of the event through the specific sponsorship guidelines established for the event.
 - Sponsorship guidelines for an event may include recognition on the donor walls.
- e) Gift-in-Kind:
 - Recognition benefits for in-kind gifts will equal the liquidated amount but will not be less than 50% of the receipted amount.
- f) Service In-Kind Donations:
 - Service in-kind donations (not converted to cash) are generally not recognized.

- However, in exceptional circumstances, the Foundation's Senior Leadership Team may elect to recognize specific service in-kind donations related to a project, priority, or campaign.

g) Other:

- Gifts that fall outside the mandates of the College and Foundation will be evaluated on a case-by-case basis.

5.5 - Delinquency

Pledge payments in arrears by more than two years, with efforts made by the Foundation to receive payment, may result in the suspension of recognition initiatives until the pledge payments resume.

If the pledge or a partial pledge is written off, recognition will be adjusted to reflect the gifts that have been received.

6.0 – Related Documents

- College Policy 1-114 Fleming College and Fleming College Foundation Joint Gift Acceptance
- College Policy xxxx Fleming College and Fleming College Foundation Naming Policy
- College Policy 1-111 Access to Information and Protection of Privacy

7.0 – History of Amendments and Reviews

Date	Activity
TBD	Original Approval

Policy Title:	Fleming College and Fleming College Foundation Joint Naming Policy
Policy ID:	1-115
Manual Classification:	College Policies
Approved by Foundation Board of Directors: College Board of Governors:	TBD TBD
Effective Date:	April 1, 2024
Next Review Date:	April 2027
Contact for Policy Interpretation:	Associate Vice President, Advancement and Marketing

1.0 – Policy Overview

The Naming of Assets provides Fleming College and Fleming College Foundation with the opportunity to recognize contributions from individuals and organizations to support Fleming’s overall mission. Naming recognizes the exceptional contributions from Fleming’s community of students, alumni, Employees, and friends, while also drawing attention to the vital role of philanthropy in ensuring that Fleming College provides the very best educational experience to students and making the greatest possible impact.

Fleming College and Fleming College Foundation will also consider the Naming of Assets to recognize and celebrate philanthropic contributions, exemplary service, voluntary contributions, special events, anniversaries, and other significant initiatives.

2.0 – Purpose

Fleming College (the College) and Fleming College Foundation (the Foundation) welcome the opportunity to honour individuals and organizations whose generous philanthropy makes possible the construction or restoration of buildings and spaces, the acquisition of equipment, student financial support, Award, contributions and the development of innovative partnerships and programs to serve the community and advance the mission and vision of the College and the Foundation.

This Policy sets out the authority and procedures for Naming College Assets to recognize financial contributions from individuals, businesses, organizations, etc.

This Policy ensures that Naming Recognition decisions are made consistently according to the College's and Foundation's mission and objectives.

3.0 – Definitions and Acronyms

The following definitions and acronyms apply to this policy:

Asset: Item or property of tangible or intangible value owned by Fleming.

Award: A monetary or non-monetary gift given to a student to recognize a specific academic achievement or other accomplishments.

Bursary: An Award given to a student based on financial need.

Donor: An individual or organization that makes a gift to Fleming College Foundation or Fleming College.

Employee: Full-time, part-time and contract faculty, support staff and administrators of Fleming.

Gift: As defined by the Canada Revenue Agency (CRA), a Gift is a voluntary transfer of money or property for which the Donor expects and receives nothing of value in return. It is permissible and encouraged, however, for Donors to receive Recognition for their Gift. For example, annual Donor wall, signage and plaques, or Naming opportunities for buildings, programs, bursaries and scholarships, facility spaces, etc. The following transactions do not constitute philanthropy:

- Gift of service
- Purchase of a good or service from Fleming College
- Sponsorship
- Lottery, draw or contest tickets
- Gift of debt from a person or partnership, or a share of a capital stock of a corporation that does not deal at arm's length with the charity.

Gift Agreement: A document containing the terms of making a Gift and the accountabilities of both the Donor and Fleming.

Naming: The process of conferring a name upon an asset.

Naming Agreement: A document or a clause within a Gift Agreement that outlines the terms of a naming approach associated with a specific Gift and the accountabilities of both the Donor and Fleming.

Named in Perpetuity: A naming that is permanent with no end date. This option does not apply to future Gifts.

Pledge: A signed agreement indicating that a Gift will be made within a specific time period.

Endowed Gift: An Endowed Gift is a cash donation with the stipulation that it be invested, and the principal remains intact in perpetuity.

Prospect: A potential Donor that is identified by Fleming College or Fleming College Foundation.

Recognition: Actions taken to acknowledge a contribution made by an individual or organization.

Stewardship: A series of actions designed to appropriately recognize a Donor's Gift and to keep them engaged in Fleming's activities.

4.0 – Scope

This policy applies to all assets owned or leased and operated by Fleming College.

4.1 – Roles & Responsibilities

- a) The President, Associate Vice President of Marketing and Advancement, and Executive Director of the Fleming College, Advancement & External Relations shall be responsible for Naming and Recognition regarding physical spaces and academic positions at Fleming.
- b) Fleming Foundation shall be responsible for:
 - Other Naming opportunities as per the terms of relevant Gift Agreements;
 - Developing and managing the inventory of Naming opportunities;
 - Liaising with Donors and Prospects;
 - Managing all associated paperwork and formal agreements; and
 - Ongoing Stewardship of Donors and Naming.

5.0 – General Principles

5.1. General Guiding Principles

- a) Naming opportunities at Fleming College are designed to thank and recognize Donors for their financial support and commitment to the College. Under exceptional circumstances, and with the approval of the College President, Naming may be conferred to recognize and celebrate exemplary service, voluntary contributions, special events, anniversaries, or other significant initiatives.
- b) In general, high profile, high traffic areas shall be named to ensure that the Naming is experienced by a maximum number of people and reserved for significant major Gift Donors.
- c) Fleming College shall consider Naming the following assets:
 - Significant physical infrastructure including classrooms, laboratories, common areas, hallways, campuses, building complexes, buildings, and meeting rooms;
 - Smaller physical infrastructure such as desks, tables, seats, and study areas;
 - External spaces and infrastructure such as sports fields and stadiums, parking areas, gardens, trees, benches, and seating;
 - Academic positions such as chairs, professorships, deanships, directorships, and fellowships;
 - Student financial aid such as endowments and expendable funds;
 - Physical and digital assets such as collection of artifacts;

- Events and activities such as sporting events, lectures, conferences, and celebratory activities; and
 - Other Naming opportunities as may be reasonably thought suitable in accordance with this policy
- d) All Naming opportunities (assets, funds, positions, or programs) shall be subject to a written Naming Agreement (that may be a separate agreement or a clause within a Gift Agreement) to be signed by the Donor or their representative and a nominated representative from Fleming College Foundation.
- e) A Naming Agreement shall detail the specific asset to be named, the agreed-upon duration for the Naming, the actual agreed name for the asset, and details of signage relating to the asset. No asset shall be Named in Perpetuity.

5.2 - Philanthropic Guiding Principles

- a) A Naming opportunity is a symbolic gesture of thanks and Recognition and does not have to reflect the nature of the donation itself.
- b) Fleming College and Fleming College Foundation shall carry out the Naming of Assets in accordance with CRA legislation.
- c) Fleming College Foundation may only name a specific College facility (e.g., buildings, wings of building, sports fields, or an entire academic program) in Recognition of donations of \$1,000,000 or greater. Also, academic positions, such as chairs, professorships, deanships, directorships, and fellowships would be included for Gifts greater than \$1,000,000.
- d) For amounts less than \$1,000,000 and greater than \$50,000, Naming of smaller Assets (e.g., classroom, laboratories, meeting rooms, and offices) may be offered as Recognition.
- e) Certain fundraising campaigns may present Naming opportunities for Gifts smaller than \$50,000 (seats, stones, trees, or benches) under the guidance of Fleming College Foundation. Such opportunities will be approved by the College President.
- f) Fleming College Foundation may name a student financial Award or Bursary in Recognition of donations of \$5,000 or greater, which can be paid over a maximum of five years. By creating a non-endowed (expendable) Award of \$1,000 annually, this Award can be named. An Award or Bursary shall only retain the name for the period that the Donor is funding it.
- g) Fleming College Foundation will provide a named endowment fund with a minimum investment of \$25,000. Depending on the direction of the Donor, the fund may be for an Award, financial assistance, or may be unrestricted. An endowed fund exists in perpetuity with the Fleming College Foundation. Unrestricted endowed funds can support areas of greatest need at the discretion of the College and the Foundation.

- h) Fleming College may, under the guidance of the Fleming College Foundation, recognize a group of Donors as a collective who individually donate less than \$25,000, but collectively donate \$25,000 or greater.
- i) Fleming College may name an Asset for a donation paid through a multi-year Pledge as long as twenty-five per cent (25%) of the total donation is paid prior to the facility being named.

5.3 - Ethical Principles

- a) As part of this process, due consideration will be given to the reputational risk of a Naming opportunity. Fleming College Foundation shall evaluate potential reputational risks and opportunities before preliminary discussions begin with a Donor or Prospect to ensure Fleming's reputation is upheld. This may include but not be limited to Gifts from organizations associated with alcohol, tobacco, violence, etc.
- b) Every Naming Agreement shall be subject to ongoing ethical evaluation. Fleming College reserves the right to withhold or reverse any Naming opportunity should the Donor's ethical integrity be called into question. Fleming College and Fleming College Foundation retain the right to reverse all agreements made if the ethics of the honoree cease to align with Fleming's.
- c) The Naming of a facility, academic program, or position is for Recognition of an honoree only and does not imply any influence of the honoree on:
 - the use of or material design of the facility,
 - academic programs, or
 - the allocation of financial aid or Award.

However, Fleming College Foundation will report back to Donors on the impact of their donation and the use of the named facility.

5.4 - Inventory and Allocation

- a) Fleming College Foundation shall manage the inventory of Naming opportunities. However, consideration can be given to any space, facility or other Asset that is identified by a Donor or Employee. The College President shall evaluate and have final approval of any Naming opportunities that are not in the existing inventory prior to being offered to a Donor or Prospect.
- b) A Donor or Prospect may be offered a single Naming opportunity or several options to choose from as determined by the Donor or Prospect Relationship Manager, Fleming College and Fleming College Foundation.
- c) Fleming College and Fleming College Foundation shall consider the following criteria when calculating the valuation of a Naming opportunity:
 - Market conditions,
 - Campaign goal and/or project cost,
 - location and/or visibility,

- Size of space,
- Relevance to Fleming's mission.

5.5 - Duration of Naming

- Unless otherwise agreed upon, a Naming opportunity related to a physical facility or Asset shall be offered for a period of at least 20 years. If a facility is considered obsolete and/or replaced prior to the end of the 20-year minimum period, Fleming shall either transfer the Donor's name to a comparable facility for at least the remainder of the period or negotiate another mutually satisfactory agreement.
- Where appropriate, Fleming College Foundation shall determine other Assets to be assigned on an ad hoc basis.
- At the end of a period of named Recognition, Fleming College Foundation shall first offer the Donor continued Naming opportunity prior to offering it to other Donors or Prospects.
- Any Assets already named at the start date of this policy shall be grandfathered under the terms of this policy. Where necessary, Fleming College Foundation shall contact the honoree and issue a new written agreement that aligns with this policy. Where not possible, the terms of this policy will inform the new agreement.
- No facility shall be Named in Perpetuity. However, Fleming College and Fleming College Foundation shall honour such commitments made in historical agreements as long as the facility continues to exist.

5.6 - Signage

- All associated signage for a named facility must conform to Fleming's signage protocol for that specific facility. This policy must also be consulted prior to the approval of any Naming and, where a Naming does not conform to its terms, Fleming College Foundation shall provide alternative options to the Donor, Prospect, or honoree.
- The cost of signage associated with a Naming will be derived from the Gift, and the Foundation will ensure expenses are reasonable and aligned with Canada Revenue Agency guidelines for Stewardship and Recognition costs. The Foundation may work with the College to pursue cost-sharing arrangements when Donor Recognition needs to be incorporated into a capital development plan.
- Recognition expenses must not exceed two per cent (2%) of the value of the Gift, including event and signage costs.

5.7 - Changes to Naming

- Approved changes may be made to the name, signage, or working of the Naming over the duration of a Naming opportunity,

- b) Changes originated by the Donor or honoree require prior approval by the College and the Foundation. Any subsequent changes to signage or other infrastructure must be paid for in full by the Donor or honoree.

5.8 - Revoking a Naming Opportunity

- a) Fleming College and Fleming College Foundation have the right to reject an appeal.
- b) Fleming College and Fleming College Foundation reserves the right to cancel a Naming opportunity due to demolition of the Asset, sale of the Asset or an Act of God. Where possible, Fleming shall offer an alternative option to the Donor or honoree.
- c) Fleming College and Fleming College Foundation reserves the right to revoke a Naming opportunity if a Donor fails to fulfil their Pledge payments associated with the Naming.
- d) Fleming College and Fleming College Foundation may revoke the Naming of any Asset under the ethical principles as outlined in Subsection 5.3 of this Policy. Fleming College Foundation and Fleming College shall evaluate complaints of significant concern by any member of the Fleming community or general public and, where appropriate, take such complaints to the Fleming College and Fleming College Foundation Board for evaluation and decision.
- e) Fleming College and Fleming College Foundation shall inform a Donor or honoree in writing if their named Asset is assigned to be revoked. The Donor or honoree shall have 90 days to appeal the judgment, during which time Fleming may suspend the Naming.
- f) If no appeal is made or the appeal is rejected, the Naming shall be revoked with immediate effect. In such cases, it is the position of Fleming College and Fleming College Foundation that any funds received and used in good faith under the terms of the Gift up to the revocation shall not be returned, however, the Donor will be relieved of any future Pledge payments.

6.0 – Related Documents

- College Policy 1-114 Fleming College and Fleming College Foundation Joint Gift Acceptance
- College Policy 1-111 Access to Information and Protection of Privacy

7.0 – History of Amendments and Reviews

Date	Activity
TBD	Original Approval

SIR SANDFORD FLEMING COLLEGE
POLICY MANUAL

POLICY NO. 4-408 PAGE NO. 1 OF 1 DATE APPROVED: March 8, 1995	APPROVED BY: BOARD OF GOVERNORS SUPERCEDES:
SUBJECT: INSTITUTIONAL GIFTS	

As a non-profit, publicly funded crown corporation, with a social mandate for education and training, Sir Sandford Fleming College does not make cash gifts from its operating funds to other non-profit or charitable organizations unless these gifts are deemed to assist in achieving the purposes of Sir Sandford Fleming College. Such a determination shall be made by the President or his/her designate.

Also see [Fleming College Expenses Directive](#)

SIR SANDFORD FLEMING COLLEGE

POLICY MANUAL

POLICY NO. 4-415	APPROVED BY: BOARD OF GOVERNORS
PAGE NO. 1 OF 1	SUPERCEDES:
DATE APPROVED: June 14, 1995	
SUBJECT: UNSOLICITED FINANCIAL GIFT	

The College on occasion, is given unsolicited financial gifts that cannot be classified under the College Bursary Fund.

In accepting such a gift the Senior Leaders Team shall give consideration to:

- the acceptability and practicality of acceptance
- the investment and/or disbursement of the principal
- administrative responsibilities related to the gift
- the designation, if necessary, of a committee to establish guidelines for the use of the gift
- a time frame for the re-examination of the guidelines

The Vice President, Finance and Administration is responsible for the interpretation of this policy.

He/she draws the authority for this from the Board Policy on "Unsolicited Financial Gift", 4-415 dated June 14, 1995.

POLICY MANUAL

SIR SANDFORD FLEMING COLLEGE

POLICY NO. 4-416	APPROVED BY: BOARD OF GOVERNORS
PAGE 1 OF 2	SUPERSEDES: NEW
DATE APPROVED: JANUARY 5, 2000	
SUBJECT: RECEIPTING CASH & GIFTS IN KIND AS CHARITABLE DONATIONS	

The College will receipt donations of gifts in kind that will become permanent assets of the College. Generally, the Friends of Sir Sandford will receipt items donated for sale or to be used in a fund raising event, held by the Friends of Sir Sandford.

The College can accept either cash or gifts in kind and provide an official charitable receipt to the donor to be used for income tax purposes.

In order to qualify for a receipt, the following procedures must be followed:

All donations must be given with no consideration to the donor. Revenue Canada will not consider a payment to be a gift if the donor receives a right, privilege, benefit or any advantage whatever.

The following payments also do **not** qualify as donations:

- Gifts of services if the donor requests a receipt rather than payment for services
- Gifts of merchandise where the cost was treated as a business expense by the donor (ie: advertising and promotion expenses)
- Gifts of used furniture, old clothes, home cooked food, crafts, etc
- No portion of the ticket price of an event is receiptable if there is an auction held that is not open to the public (also see [ITNEWS-26 - Income Tax - Technical News No. 26](#))

In the case of a gift of services, the College must purchase the services (using College purchasing procedures). The donor then may donate the value of the invoice in cash after payment is made, to obtain a donation receipt.

In the case of an event where there is not an auction, the purchase price, less the fair market value of the event, is receiptable.

Procedures for donations of artwork have special Revenue Canada requirements that differ from all other gifts-in-kind donations. Therefore; the College has two sets of procedures and related forms. Although some similarities do exist in the handling of all gifts in kind, it is important to ensure the procedures with respect to the type of donation are followed appropriately.

It is the responsibility of the Vice President, Finance and Administration or designate to ensure that these procedures are properly enforced, drawing authority from the Board policy on " Receipting Cash & Gifts In Kind As Charitable Donations ", 4-416 approved January 5, 2000.

References: Revenue Canada Interpretation Bulletins IT-110R3, IT297R2

Revenue Canada Information Circular 84-3R4

Deloitte & Touche: Taxation of Charities 1998

[Guidelines](#)

SIR SANDFORD FLEMING COLLEGE

POLICY MANUAL

POLICY NO. 4-422

PAGE NO. 1 of 1

DATE APPROVED: March 23, 2011 #8

APPROVED BY: Board of Governors

SUPERSEDES: NEW

LIQUIDATION OF DONATED PUBLICLY TRADED SECURITIES

Gifts of publicly traded securities are to be liquidated, with the net cash proceeds being directed to the intended purpose of the donation.

In exceptional circumstances, if directed by the donor and approved by the Vice-President Finance and Administration, donated publicly traded securities could be held for a period of time.

The Vice-President Finance and Administration is responsible for the interpretation of this policy.

SIR SANDFORD FLEMING COLLEGE POLICY MANUAL

Policy # 8-801	Gift Acceptance	
Classification:	Section 8 – Advancement and Alumni Relations	
Approved by:	Board of Governors	Date: June 27, 2012 (BoG June27-2012 #10)
Replaces:	NEW	
Next Policy Review:	June 2017	Responsibility: Board Advancement Committee

Fleming College welcomes gifts of support from individual donors, businesses, clubs, associations and foundations which enable the organization to further its vision and mission.

Purpose / Scope

This policy is intended to:

- provide discipline for the organization’s fundraising program
- define the types of assets that are acceptable
- establish the gift forms that are acceptable
- ensure gifts made to the organization are in accordance with legal and ethical regulations and guidelines
- promote consistent practices in exercising fiduciary responsibilities
- define the organization’s role in gift administration
- provide guidance for Board decision-making
- educates staff and the board about critical issues triggered by certain gifts
- foster consistent, equitable relations with donors

Definitions

Gifts of Cash: Gifts that are cash or cash equivalents (i.e. cheque, money order, bank draft).

In-Kind Gift: Defined by Canada Revenue Agency as a gift of property other than cash – in particular capital property, depreciable property and personal-use property. It also includes a residual interest, a right of any kind, a licence, a share, and inventory of a business. In-kind gifts may also include equipment, supplies, furniture, books, art, and more. It does not include a gift of services.

Third-party Fundraising Events: Funds that are secured through a third party hosting an event and in turn donating the net proceeds from the event to the organization.

Bequests: A gift of personal property owned by a decedent at the time of death which is directed by the provisions of the decedent's will; a legacy.

Gift of Life Insurance: To make a gift of an existing life insurance policy, the donor irrevocably transfers ownership of the policy to the charity, and the charity is named as the beneficiary. Or a donor may purchase a life insurance policy and name the charity as the beneficiary.

Charitable Gift Annuities: With a charitable gift annuity, the donor transfers cash or property to the charity in exchange for a partial tax deduction and a lifetime stream of annual income from the charity. When the donor dies, the charity keeps the gift.

Gifts of Charitable Remainder Trust: With a charitable remainder trust, the donor assigns ownership of a substantial asset to the charitable organization, but retains income from it during their lifetime. A donation receipt is issued at the time of the gift for the present value of the future gift (the remainder or residue) based on its current value and the donor’s life expectancy using the standard mortality tables.

Publicly Traded Securities: A gift of mutual funds or appreciated securities of publicly traded companies listed on a stock exchange allows a donor to claim a tax credit and to avoid any capital gains on the stock. Public securities consist of any security (share, bond, unit, etc.) traded freely on a stock market or other mechanism operated by mutual fund companies or members of the Investment Dealers Association.

De-naming: The process of removing a naming that was bestowed to recognize a donor's generosity.

Designated Gifts: Gifts, provided to the College, where the donor has provided specific direction on how the gift may be used.

Endowment: An endowment is created through a financial contribution whose capital is invested and preserved in order to create a revenue stream from the interest earned.

Expendable Gifts (Flow Through Gifts): A gift provided where the donor indicates that the funds are to be used immediately to support programs or initiatives within the organization.

Naming: The practice of assigning a name to a designated building, space, program, endowed fund, bursary/award, etc. to recognize a donor's generosity.

Pledged Gift: Gifts provided to the College that are to be fulfilled over a number of years (usually over a 3 to 5 year pledge period).

Restricted Gifts: Gifts provided to the College where the donor has indicated a specified limited gift designation (i.e. a donor provides a gift that is to purchase capital equipment for a specific program at a specific campus).

Retained Gifts: Gifts or bequests given to the College, to be held in perpetuity for the income earned, as part of an endowment fund.

Undesignated Gifts: Gifts provided to the College where the donor has not specified where in the College their support is to be directed.

Policy Statement

The policy applies equally to the acceptance and disposition of all gifts made to Fleming College.

Operating Procedure

Gifts Accepted: Gifts that are accepted by the College will be acknowledged, receipted, recognized and stewarded through the Advancement & Alumni Relations Office. Official tax receipts are issued for all charitable gifts received by the College in compliance with the requirements of the Income Tax Act, and in accordance with procedures established by the College. Fleming College is a registered charity under Canada Revenue Agency (Charitable Registration Number 10798 2845 RR0001). Gifts provided must be consistent with the overall mission and strategic intent of the College and must not compromise the college's integrity or improperly benefit any individual or organization. The College may, in its discretion, refuse a gift on these grounds.

The College encourages donors to work with professional advisors in making their gifts. Similarly, the College reserves the right to have donations reviewed by legal counsel before they are accepted.

The following methods of giving are welcomed:

- a) Outright gifts of cash, cheques, money order, bank draft or by credit card.
- b) In-kind gifts.
- c) Funds secured through third-party fundraising events.
- d) Bequests.
- e) Gifts of life insurance.
- f) Charitable gift annuities.
- g) Gifts of charitable remainder trusts.
- h) Gifts of publicly-traded securities.

Related Costs: Gift-related costs such as legal fees, appraisals, real estate commissions and taxes relating to acceptance, maintenance, management or re-sale of a gift of property will normally be the responsibility of the donor unless the College, upon prior agreement, agrees to assume responsibility for any portions of these items.

Gift Limitations: A donor providing a gift that is made with conditions that are not in the best interests of the College or that proves to be administratively difficult may be asked by the Chief Advancement Officer to revise the terms of the gift. If the donor and the College cannot mutually agree upon the terms of the gift the gift may be declined.

The College will not accept gifts that include conditions that:

- a) Exclude or discriminate against a group or class, unless such exclusion or discrimination is permitted by law.
- b) Allow the donor to select specific individual recipients.
- c) Impinge upon the academic freedom of the College.

Gift Negotiation: Gift negotiation and the creation and execution of gift agreements are the responsibility of the Chief Advancement Officer and his/her designate(s). All individuals exercising this responsibility must ensure due diligence prior to proceeding with a gift that:

- a) Is precedent-setting.
- b) Involves sensitive issues.
- c) Could expose the College to potentially significant liability.

On rare occasions funds secured for projects or initiatives are insufficient for the project or initiative to proceed. In this case, donors will be contacted and provided with the opportunity to redirect their gifts to a similar project or initiative and/or suspend future pledged payments.

Designated gifts will be used for the purpose indicated by the donor ensuring that the gift is consistent with the College's vision and mission.

Undesignated gifts will be used at the College's discretion to further projects and initiatives that will advance the organization's vision and mission.

Acceptance of Gifts: The Chief Advancement Officer is authorized to approve gifts/pledges and gift designations in the amount of \$250,000 or below. For all gifts/pledges in excess of \$250,000, the Chief Advancement Officer will review and make a recommendation to be reviewed by the President of the College and the appropriate Board Committee/s. The President is authorized to approve gifts/pledges and gift designations in the amount of \$250,000 and up to \$1,000,000. All gifts/pledges in excess of \$1,000,000 will be reviewed by the President and submitted for approval of the Board of Governors through its Executive Committee.

Fleming College makes every effort to seek and receive support from individuals and organizations whose values and objectives are compatible with those of the College. In instances where this may

not be the case, the Chief Advancement Officer will apprise the President of the concern and make a recommendation to the President relative to how and whether the College should proceed. The President may choose to consult with appropriate Board Committees to receive their input or he/she may conclude there is enough concern present to decline the donor's support.

In the case of gifts/pledges whose alignment with the vision, mission and values of the organization may be questionable, the Chief Advancement Officer reviews the gift/pledge and makes a recommendation to the President relative to how the organization should proceed. The President may choose to consult with appropriate Board Committees should further discussion be required to determine the acceptability of receiving the gift or he/she may feel there is enough concern present to warrant declining the gift.

Donor Recognition: Fleming College is committed to ensuring that all donors receive appropriate and meaningful recognition and stewardship for any gift made to the College. Initiatives developed for recognition and stewardship purposes will ensure that donors are thanked in a timely and appropriate manner. Where appropriate, and upon consent of the donor, public recognition will be afforded to acknowledge donor generosity and demonstrate philanthropic support for the College.

Related Documents

- *Naming of College Features and Resources*, Policy #1-106
- *College and Community Recognition and Awards*, Policy #1-105
- *Donor Recognition*, Policy #8-802 (to be developed)
- *Unsolicited Financial Gifts*, Policy #4-415
- *Receipting Cash and Gifts In-Kind as Charitable Donations*, Policy #4-416
- *Endowment Policy*, Policy #4-421
- *Liquidation of Donated Publicly Traded Securities*, Policy #4-222
- *Comprehensive Investment Policy Statement*, Policy #4-419A
- *Ministry Endowed Investment Policy Statement*, Policy #4-419D

Appendices

Appendix A: Association of Fundraising Professionals *Code of Ethical Principles and Standards*
Appendix B: Association of Fundraising Professionals *Donor Bill of Rights*

Monitoring of Operating Procedure

Next Review: *June 2015*

Responsibility of: *Chief Advancement Officer*

Procedure Review Summary:

Appendix A

AFP Code of Ethical Principles and Standards



ETHICAL PRINCIPLES • Adopted 1964; amended Sept. 2007

The Association of Fundraising Professionals (AFP) exists to foster the development and growth of fundraising professionals and the profession, to promote high ethical behavior in the fundraising profession and to preserve and enhance philanthropy and volunteerism. Members of AFP are motivated by an inner drive to improve the quality of life through the causes they serve. They serve the ideal of philanthropy, are committed to the preservation and enhancement of volunteerism; and hold stewardship of these concepts as the overriding direction of their professional life. They recognize their responsibility to ensure that needed resources are vigorously and ethically sought and that the intent of the donor is honestly fulfilled. To these ends, AFP members, both individual and business, embrace certain values that they strive to uphold in performing their responsibilities for generating philanthropic support. AFP business members strive to promote and protect the work and mission of their client organizations.

AFP members both individual and business aspire to:

- practice their profession with integrity, honesty, truthfulness and adherence to the absolute obligation to safeguard the public trust
- act according to the highest goals and visions of their organizations, professions, clients and consciences
- put philanthropic mission above personal gain;
- inspire others through their own sense of dedication and high purpose
- improve their professional knowledge and skills, so that their performance will better serve others
- demonstrate concern for the interests and well-being of individuals affected by their actions
- value the privacy, freedom of choice and interests of all those affected by their actions
- foster cultural diversity and pluralistic values and treat all people with dignity and respect
- affirm, through personal giving, a commitment to philanthropy and its role in society
- adhere to the spirit as well as the letter of all applicable laws and regulations
- advocate within their organizations adherence to all applicable laws and regulations
- avoid even the appearance of any criminal offense or professional misconduct
- bring credit to the fundraising profession by their public demeanor
- encourage colleagues to embrace and practice these ethical principles and standards
- be aware of the codes of ethics promulgated by other professional organizations that serve philanthropy

ETHICAL STANDARDS

Furthermore, while striving to act according to the above values, AFP members, both individual and business, agree to abide (and to ensure, to the best of their ability, that all members of their staff abide) by the AFP standards. Violation of the standards may subject the member to disciplinary sanctions, including expulsion, as provided in the AFP Ethics Enforcement Procedures.

MEMBER OBLIGATIONS

1. Members shall not engage in activities that harm the members' organizations, clients or profession.
2. Members shall not engage in activities that conflict with their fiduciary, ethical and legal obligations to their organizations, clients or profession.
3. Members shall effectively disclose all potential and actual conflicts of interest; such disclosure does not preclude or imply ethical impropriety.
4. Members shall not exploit any relationship with a donor, prospect, volunteer, client or employee for the benefit of the members or the members' organizations.
5. Members shall comply with all applicable local, state, provincial and federal civil and criminal laws.
6. Members recognize their individual boundaries of competence and are forthcoming and truthful about their professional experience and qualifications and will represent their achievements accurately and without exaggeration.
7. Members shall present and supply products and/or services honestly and without misrepresentation and will clearly identify the details of those products, such as availability of the products and/or services and other factors that may affect the suitability of the products and/or services for donors, clients or nonprofit organizations.
8. Members shall establish the nature and purpose of any contractual relationship at the outset and will be responsive and available to organizations and their employing organizations before, during and after any sale of materials and/or services. Members will comply with all fair and reasonable obligations created by the contract.

9. Members shall refrain from knowingly infringing the intellectual property rights of other parties at all times. Members shall address and rectify any inadvertent infringement that may occur.
10. Members shall protect the confidentiality of all privileged information relating to the provider/client relationships.
11. Members shall refrain from any activity designed to disparage competitors untruthfully.

SOLICITATION AND USE OF PHILANTHROPIC FUNDS

12. Members shall take care to ensure that all solicitation and communication materials are accurate and correctly reflect their organizations' mission and use of solicited funds.
13. Members shall take care to ensure that donors receive informed, accurate and ethical advice about the value and tax implications of contributions.
14. Members shall take care to ensure that contributions are used in accordance with donors' intentions.
15. Members shall take care to ensure proper stewardship of all revenue sources, including timely reports on the use and management of such funds.
16. Members shall obtain explicit consent by donors before altering the conditions of financial transactions.

PRESENTATION OF INFORMATION

17. Members shall not disclose privileged or confidential information to unauthorized parties.
18. Members shall adhere to the principle that all donor and prospect information created by, or on behalf of, an organization or a client is the property of that organization or client and shall not be transferred or utilized except on behalf of that organization or client.
19. Members shall give donors and clients the opportunity to have their names removed from lists that are sold to, rented to or exchanged with other organizations.
20. Members shall, when stating fundraising results, use accurate and consistent accounting methods that conform to the appropriate guidelines adopted by the American Institute of Certified Public Accountants (AICPA)* for the type of organization involved. (* In countries outside of the United States, comparable authority should be utilized.)

COMPENSATION AND CONTRACTS

21. Members shall not accept compensation or enter into a contract that is based on a percentage of contributions; nor shall members accept finder's fees or contingent fees. Business members must refrain from receiving compensation from third parties derived from products or services for a client without disclosing that third-party compensation to the client (for example, volume rebates from vendors to business members).
22. Members may accept performance-based compensation, such as bonuses, provided such bonuses are in accord with prevailing practices within the members' own organizations and are not based on a percentage of contributions.
23. Members shall neither offer nor accept payments or special considerations for the purpose of influencing the selection of products or services.
24. Members shall not pay finder's fees, commissions or percentage compensation based on contributions, and shall take care to discourage their organizations from making such payments.
25. Any member receiving funds on behalf of a donor or client must meet the legal requirements for the disbursement of those funds. Any interest or income earned on the funds should be fully disclosed.

Appendix B

A Donor Bill of Rights

PHILANTHROPY is based on voluntary action for the common good. It is a tradition of giving and sharing that is primary to the quality of life. To ensure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in the not-for-profit organizations and causes they are asked to support, we declare that all donors have these rights:

I.

To be informed of the organization's mission, of the way the organization intends to use donated resources, and of its capacity to use donations effectively for their intended purposes.

II.

To be informed of the identity of those serving on the organization's governing board, and to expect the board to exercise prudent judgement in its stewardship responsibilities.

III.

To have access to the organization's most recent financial statements.

IV.

To be assured their gifts will be used for the purposes for which they were given.

V.

To receive appropriate acknowledgement and recognition.

VI.

To be assured that information about their donations is handled with respect and with confidentiality to the extent provided by law.

VII.

To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature.

VIII.

To be informed whether those seeking donations are volunteers, employees of the organization or hired solicitors.

IX.

To have the opportunity for their names to be deleted from mailing lists that an organization may intend to share.

X.

To feel free to ask questions when making a donation and to receive prompt, truthful and forthright answers.

DEVELOPED BY

Association of Fundraising Professionals (AFP)
Association for Healthcare Philanthropy (AHP)
Council for Advancement and Support of Education (CASE)
Giving Institute: Leading Consultants to Non-Profits

ENDORSED BY

(in formation)
Independent Sector
National Catholic Development Conference (NCDC)
National Committee on Planned Giving (NCPG)
Council for Resource Development (CRD)
United Way of America



Board of Governors

Briefing Note



Topic: Ethical Conduct for Research Involving Humans Policy 9-905
Report To: Public Board Meeting
Meeting Date: March 27, 2024
Prepared By: Brett Goodwin, Executive Vice President Applied Research & Principal, Frost Campus

Recommended Motion

That the Board of Governors approve the Ethical Conduct for Research Involving Humans Policy 9-905.

Overview

Institutions receiving Tri-Council research funding (e.g., NSERC) are required to have a Research Ethics Board (REB) and policies and procedures addressing ethical conduct for research involving humans. Both the functioning of the REB and the supporting policies and procedures are dictated by the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans – TCPS 2 (2022) which can be found here - https://ethics.gc.ca/eng/policy-politique_tcps2-eptc2_2022.html.

Fleming has had a policy addressing ethical conduct for research involving humans (policy 9-905, formerly 2-216) since 2008 but it was last revised in April 2012. With the recent update to TCPS 2 in 2022 and the age of the policy it was time to update and revise the policy. The policy has been:

- Updated to align with the new TCPS 2 governing document;
- Split into a policy and a procedure; and
- Clarified that the responsibility for the policy and associated procedure fell to the Applied Research area.

The revised policy and associated procedure have been reviewed by the College Policy and Procedures Committee, the REB, the Office of Applied Research and Innovation, and the faculty union.

It is recommended that Policy #9-905, Ethical Conduct for Research Involving Humans, be approved.

Alignment with Fleming College’s Strategic Direction and the Strategic Mandate Agreement

The current College Strategic Plan calls for expanding research activities across the college. The new Applied Research Strategic Plan calls for growth of both the scope and quality of research at Fleming. Both strategic goals can only be achieved by remaining compliant with Tri-Council requirements – including having policies addressing ethical conduct of research involving human subjects.

Risks and Considerations

External Environment Internal Environment Financial Human Resources
 Information Technology Legal Operational Strategic N/A

- Lack of compliance with Tri-Council requirements can tarnish our reputation with federal funding agencies, research partners, and industry partners.
- Inappropriate policy and REB oversight of research involving human subjects due to out-of-date policy could leave the college open to complaint, withdrawal of research funds, and possibly being unable to conduct research.

Supporting Documentation

- Ethical Conduct for Research Involving Humans Policy 9-905

Policy Title:	Ethical Conduct For Research Involving Humans
Policy ID:	9-905
Manual Classification:	Section 9 - Applied Research
Approved by Board of Governors (BoG):	TBD
Effective Date:	TBD
Originally Approved:	2008
Next Policy Review Date:	2027
Contacts for Policy Interpretation:	Brett Goodwin, Executive Vice-President, Academic and Applied Research & Innovation

1.0 - Policy Overview

Fleming College (the “College”) is committed to ensuring that all research activity complies with the Agreement on the Administration of Agency Grants and Awards by Research Institutions between the College and the Tri-Agency funding body.

The Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans – TCPS 2 (2022) (the “TCPS”) is a joint policy of Canada’s three federal research agencies: the Canadian Institutes of Health Research (CIHR); the Natural Sciences and Engineering Research Council of Canada (NSERC); and the Social Sciences and Humanities Research Council of Canada (SSHRC), (“the Agencies”). Canada has created and funded these agencies to promote and assist research within their respective legislative mandates. In discharging their mandates, the agencies promote research that is conducted according to the highest ethical standards, including adopting the TCPS as a benchmark for the ethical conduct of research.

As a condition of funding, these agencies require that researchers and their institutions apply the ethical principles and the articles of the TCPS and be guided by the application sections of the articles. To be eligible to receive and administer research funds from the agencies, institutions must be compliant with specific agency TCPS policies and include them as a Memorandum of Understanding (MOU) between the agencies and institutions.

Institutions must ensure that research conducted under their auspices adheres to the TCPS requirements. Subsequently, Researchers are expected to adhere to the TCPS.

2.0 – Purpose

This document constitutes Fleming’s policy guiding the review of ethical considerations arising from research involving humans.

The College, its researchers, and Research Policies and Procedures adhere to the TCPS, and revises its Research Ethics Policies and Procedure(s) to ensure compliance with the most current guidelines and requirements.

3.0 - Definitions and Acronyms

TCPS 2 (2022) contains a Glossary intended to assist in the understanding of its revised Policy Statement. The following definitions have been selected from this Glossary and apply to this Policy and its linked Procedures. This abbreviated list of definitions does not intend to replace the complete Glossary but apply to this Policy and its linked Procedure(s).

Capacity: The ability of prospective or actual participants to understand relevant information presented about a research project, and to appreciate the potential consequences of their decision to participate or not participate.

Delegated Research Ethics Board Review: The level of REB review assigned to minimal risk research projects. Delegated reviewers are selected from among the REB membership with the exception of student course-based research ethics review, which may be conducted by delegates from the student's department, faculty, or an equivalent level.

Diversity: respect for and appreciation of differences, in any dimension that can be used to differentiate groups and people from each other.

Equity: fairness to people of all identities, and ensuring that the processes of allocating resources and the decision-making do not discriminate on the basis of identity.

Full Research Ethics Board Review: The level of REB review assigned to above minimal risk research projects. Conducted by the full membership of the research ethics board, it is the default requirement for the ethics review of research involving humans.

Harm: Anything that has a negative effect on participants' welfare. The nature of the harm may be social, behavioral, psychological, physical or economic.

Inclusion: the practice of actively ensuring all individuals are valued and respected for their contributions and are supported to achieve excellence in research and training.

Indigenous Peoples: The First Nations (status and non-status), Inuit and Métis peoples of Canada, each themselves comprised of many unique languages, cultural practices, beliefs and histories.

Minimal Risk Research: Research in which the probability and magnitude of possible harms implied by participation in the research is no greater than those encountered by participants in the aspects of their everyday life that relate to the research.

Participant: An individual whose data, response to interventions, stimuli, or questions by a researcher are relevant to answering a research question; also referred to as "human participant," and in other policies/guidance as "subject" or "research subject."

Proportionate Approach to Research Ethics Review: The assessment of foreseeable risk to determine the level of scrutiny a research proposal will receive (i.e.: delegated review for minimal risk research or full REB review for research above minimal risk), as well as the consideration of foreseeable risks, potential benefits, and ethical implications of the research in the context of initial and continuing review.

Reciprocal Research Ethics Board Review: An official agreement between two or more institutions, in which they accept, with an agreed level of oversight, the research ethics reviews of each other's REBs.

Research: An undertaking intended to extend knowledge through a disciplined inquiry or systematic investigation.

Research Ethics Board (REB): A body of researchers, community members, and others with specific expertise (i.e.: in ethics, in relevant research disciplines) established by an institution to review the ethical acceptability of all research involving humans conducted within the institution's jurisdiction or under its auspices.

Research Ethics Protocol: A document submitted by the applicant for consideration by the Research Ethics Board. This document contains a detailed description of the rationale/purpose of the study, procedures to be followed in soliciting participants for the research, obtaining their informed consent when possible, collecting their information or data, protecting their privacy or anonymity, and providing feedback regarding the study at its conclusion.

4.0 - Scope

The Executive Vice President Academic and Applied Research & Innovation of the College establishes the REB, defines the appropriate reporting relationship with the REB and ensures the REB is provided with necessary and sufficient ongoing financial and administrative resources to fulfill their duties. The latter include storage space for research data as well as the establishment of appropriate institutional security safeguards to protect privacy of data for the life cycle of information.

Fleming's REB shall be the sole Research Ethics Board of the College and shall apply the principles and articles set out in the TCPS guideline "Ethical Conduct for Research Involving Humans" according to this Policy and its linked Procedure.

The College grants the REB the mandate to review the ethical acceptability of research on behalf of the institution, including approving, rejecting, proposing modifications to, or terminating any proposed or ongoing research involving humans. The College's REB is independent in its decision-making and is accountable to the Executive Vice President Academic and Applied Research & Innovation for the process of research ethics review. The College shall respect the authority delegated to the REB. The College cannot override an REB decision to reject a research proposal but may appeal a decision.

All research projects involving humans undertaken by members of, or conducted at the College - including all faculty, staff and students, including students carrying out research as part of class assignments - shall fall within the jurisdiction of the College's REB. This jurisdiction is irrespective of the source of financial support (if any) and irrespective of the location of the project so long as the investigator represents the work as College research.

Projects conducted by researchers from outside the College community who access College resources (either equipment or personnel) will also fall within the jurisdiction of the College's REB.

5.0 - General Principles

The Ethics Framework of the TCPS acknowledges that research can benefit human society and that researchers must have academic freedom in order to maximize such benefits. At the same time the College requires that any research involving humans meets high scientific and ethical standards that respect and protect the participants.

Respect for human dignity has been an underlying value of the TCPS and is expressed through the core principles of respect for persons, concern for welfare, and justice. These core principles are considered the compass to navigate the course between the importance of research and its ethical conduct. The Policy is applied through a proportionate approach to REB review. The TCPS aims to assist those who use it, including Research Ethics Boards, to identify ethical issues in the design, conduct and oversight of research and to point the way to arriving at reasoned and ethical responses to those issues.

5.1 Requirement for Ethics Review: Except for the exemptions that follow, all research projects involving human participants, conducted at, in collaboration with, or under the auspices of the College require prior ethics review and approval by the REB. This requirement of obtaining prior ethics review and approval applies to:

- a) All research involving living human participants conducted by the College's academic staff, administrative and support staff, or students, persons with adjunct appointments, visiting instructors, visiting professional associates, and research associates;
- b) All research involving living human participants conducted by the College's academic staff, administrative and support staff, or students, persons with adjunct appointments, visiting instructors, visiting professional associates, and research associates;
- c) All research involving living human participants conducted by the College's academic staff, administrative and support staff, or students, persons with adjunct appointments, visiting instructors, visiting professional associates, and research associates;
- d) All research carried out on College premises or using College facilities, equipment, or human, financial or material resources;
- e) Research conducted elsewhere under the auspices of the College;
- f) The research activities of formally affiliated organizations as a condition of affiliation;
- g) The research activities of organizations or individuals (whether formally affiliated or not) while on College premises or using College facilities, equipment or resources, including off-campus sites. When research takes place in a foreign country, the researcher must also assure that his/her procedures meet all legal requirements of that country, as well as the requirements of this policy;
- h) All types of research involving humans. Specifically, prior ethics review and approval is required when research data are derived from, but not exclusively restricted to:

- Information collected through intervention or interaction with a living individual(s);
 - Identifiable private information about individuals;
 - Information collected through naturalistic observation of humans, except as stipulated below.
 - Human organs, remains, tissues and body fluids, cadavers, embryos or fetuses; and/or
 - Written or recorded information derived from individually identifiable humans.
- i) Ethics review is required for the following categories of research that may be overlooked or raise questions about the necessity for such a review:
- j) Pilot and feasibility studies, even those involving only one human participant, require the same scrutiny as full-scale research projects involving many human participants.
- k) Projects that involve the secondary use of data on human participants gathered in earlier projects.
- l) Research conducted by administrative and academic units that involves the collection of survey replies or the use of records as correlates of survey replies from humans (e.g. students, staff and/or faculty members).
- m) Research projects in which the researcher is a consultant **unless** the researcher has a strict consulting relationship in which **all** of the following are true:
 - The Researcher is hired on his or own time;
 - The Researcher holds no rights in the work; and
 - Neither the researcher nor the College retains any data

If any one of these three criteria is not met, prior ethics review and approval is required.

n) All independent student research projects conducted in partial fulfillment of certificate/diploma/degree requirements.

o) Research projects conducted as part of formal course requirements may, in certain instances require REB review and approval. It is incumbent on the instructor to check the applicability of this requirement with the REB Chair.

5.2 Research Excluded: Some research is exempt from REB review where protections are available by other means. The policy allows the following exemptions from the requirement for REB review, as follows:

- a) **Research that relies exclusively on publicly available information** does not require REB review when:
- the information is legally accessible to the public and appropriately protected by law, e.g. any existing stored documentary material, records or publications, which may or may not include identifiable information such as death registries, publicly available archives; or
 - the information is publicly accessible and there is no reasonable expectation of privacy, e.g. identifiable information disseminated in the public domain through print or electronic publications; film, audio or digital recordings; press

accounts; artistic installations.

- b) Research that is non-intrusive and does not involve direct interaction** between the researcher and individuals through the Internet does not require REB review i.e.: cyber-material to which the public is given uncontrolled access on the Internet for which there is no expectation of privacy is considered to be publicly available information.
- c) Archival analysis of records** by College departments normally engaged in the collection, maintenance, and analysis of such records does not require REB review. Nevertheless, it is incumbent on such units to ensure that the anonymity of individuals and confidentiality of their records are maintained. **The exception** for this type of research is where individuals to whom the information refers have reasonable expectations of privacy, then REB review is required.
- d) Research involving the observation of people in public places** where:
- it does not involve any intervention staged by the researcher, or direct interaction with the individuals or groups;
 - individuals or groups targeted for observation have no reasonable expectation of privacy; and
 - Any dissemination of research results does not allow identification of specific individuals.
- e) Class research projects which involve human participants**, and which are conducted by students on other members of the class as exercises to learn how to conduct research.
- f) Quality assurance and quality improvement studies**, program evaluation activities (such as evaluations of courses or training programs that are designed to provide feedback), and performance reviews, or testing within normal educational requirements when used exclusively for assessment, management or improvement purposes, do not constitute research and do not fall within the scope of REB review.
- g) Preliminary, informal interviews or casual conversations** carried out to help clarify the design of a research project.
- h) Information gathering procedures** in support of the general administration of the College where the primary purpose(s) are:
- To diagnose problems, identify appropriate solutions, provide advice for operation management, or assess performance.
 - To collect data primarily designed to affect the operations of the College through affirming satisfaction with the status quo or leading to quality improvements.

Note: Most administrative information gathering procedures and practices are not conducted in the context of research or embedded in a research framework. Rather they are conducted for the purpose of assessing choices, ascertaining satisfaction of clients, identifying service enhancements or for similar quality objectives. All such projects must also be done in accordance with the highest research ethical practices. However, in those cases where information gathering through such vehicles as surveys or interviews conducted by administration have a clear research direction,

are on sensitive topics, are collected from vulnerable populations or where there may be an issue with the confidentiality of individual responses, REB review would be required.

- i) **Research undertaken as a teaching exercise** and entailing minimal risk shall be reviewed by a College or department level committee on behalf of the REB.
- j) **Creative practice activities**, in and of themselves, do not require REB review. However, research that employs creative practice to obtain responses from participants that will be analyzed to answer a research question is subject to REB review.

5.3 Uncertainty About the Need for REB Review: Where the Researcher is uncertain whether REB review is required, it is the responsibility of the Researcher to obtain the written opinion of the Chair of the REB as to whether the research should be subjected to prior ethics review and approval.

5.4 Compliance: The College requires all faculty members, staff and students, as well as external researchers conducting research at the College, to adhere to this policy and the procedures that are derived from it. The College considers the improper treatment of research to be a serious offence, subject to severe penalties, including but not limited to the withdrawal of privileges to conduct research involving humans, or disciplinary action. The College is committed to maintaining high standards of research integrity as outlined in College Policy 9-906 Integrity in Research and Scholarship Policy.

5.5 Responsibilities of Researchers: Whenever research involving humans is to be performed under the auspices of the College or by any College researcher, the researcher is responsible for meeting the following requirements:

5.6 Qualitative Research Proposals: Researchers shall submit their research proposals, including proposals for pilot studies, for REB review and approval of its ethical acceptability prior to the start of recruitment of participants, or access to data. REB review is not required for the initial exploratory phase intended to discuss the feasibility of the research, establish research partnerships, or the design of a research proposal.

Researchers shall explain in their research design the proposed procedures for seeking consent and the strategies they plan to use for documenting consent. In research involving observation in natural environments or virtual settings where people have a reasonable or limited expectation of privacy, the researcher shall explain the need for an exception to the general requirement for consent.

If researchers plan to disclose the identity of participants, researchers shall discuss with prospective participants whether they wish to have their identity disclosed in publications or other means of dissemination. Where participants consent to have their identity disclosed, researchers shall record each participant's consent.

In studies using emergent design in data collection, researchers shall provide the REB with all the available information to assist in the review and approval of the general procedure for data collection.

5.7 Free and Informed Consent of Subjects: The researcher is responsible for obtaining

free and informed consent given voluntarily from all prospective human participants or authorized third parties prior to commencing research activities. Free and informed consent is ongoing throughout participation in the research. Incentives are neither recommended nor discouraged by the TCPS. Incentives ought not be so large or attractive as to encourage reckless disregard of risks. Similarly, the offer of incentives in some contexts may be perceived by prospective participants as a way for them to gain favour or improve their situation. This may amount to undue inducement and thus negate the voluntariness of participants' consent.

5.8 - Research Ethics during Emergencies

- a) Publicly Declared Emergencies – This section addresses research ethics review within the context of the official declaration of public emergencies. The College, in collaboration with their researchers and REB should develop preparedness plans for emergency research ethics review. Research ethics review during publicly declared emergencies may follow modified procedures and practices.
- b) Emergency Health Situations – Research involving emergency health situations shall be conducted only if it addresses the emergency needs of individuals involved, and then only in accordance with criteria established in advance of the research by the REB. The REB may allow research that involves health emergencies to be carried out without the free and informed consent of the participant (or prospective participant) or of his or her authorized third party if **ALL** of the following apply:
 - A serious threat to the prospective participant requires immediate intervention; and
 - Either no standard efficacious care exists, or the research offers a real possibility of direct benefit to the subject in comparison with standard care; and
 - Either the risk of harm is not greater than that involved in standard efficacious care, or it is not clearly justified by the direct benefits to the subject; and
 - The prospective participant is unconscious or lacks capacity to understand risks, methods and purposes of the research; and
 - Third-party authorization cannot be secured in sufficient time, despite diligent and documented efforts to do so; and
 - No relevant prior directive by the participant is known to exist. When a previously incapacitated participant regains capacity, or when an authorized third party is found, free and informed consent shall be sought promptly for continuation in the project and for subsequent examinations or tests related to the study.

5.9 Governance of Research Ethics Review: The College's REB is responsible to the Executive Vice President Academic and Applied Research & Innovation for:

- a) Developing policies regarding ethical issues relating to the use of humans in research and experimental teaching protocols;
- b) Conducting research ethics review of all research involving humans;
- c) Ensuring adherence of the College's research ethics policy with the most current version of the TCPS;
- d) Dealing with matters concerned with research involving humans referred to the REB

by the Executive Vice President Academic and Applied Research & Innovation;

- e) Preparing an annual report for submission to the Executive Vice President Academic and Applied Research & Innovation, as outlined in Section 5.13 of this policy;
- f) Ensuring REB members participate in initial and ongoing training relevant to their responsibilities and duties to the REB.

5.10 Quorum: Quorum rules must meet the minimum requirements of membership. As long as the College's REB is minimally constituted and whereby individual members contribute a single critical attribute of REB membership then quorum is full attendance. To maintain quorum when REB members are geographically dispersed or in unexpected circumstances input from member(s) is allowed by other means, such as the use of technology e.g. videoconferencing, teleconferencing. Use of such technologies requires the Chair to ensure active participation of members not physically present.

5.12 Meetings: The REB members shall meet regularly at dates and times that are publicly announced in advance (preferably for the entire academic year) to discharge their responsibilities and will normally meet face to face or virtually to review proposed research that is not assigned to delegated review. Normally, the REB meets monthly, however this may not be required at certain times of year (July and August). Regularly scheduled REB meetings may be canceled if no protocols have been received by the submission deadlines.

5.13 On-going Training: The College will provide REB members (including community members) with the necessary training opportunities to effectively review the ethical issues raised by research proposals that fall within the mandate of their REB. This includes training opportunities for all members in core principles and understanding of the TCPS, basic ethics standards, the College's policy, and legal or regulatory requirements. This training should be tailored to the types and complexities of the research the REB reviews and should be offered both upon the appointment of new members, and periodically throughout a member's tenure.

5.14 Reports of Research Ethic Board Committee Decisions: An annual activity report from the REB will be submitted to the Executive Vice President Academic and Applied Research & Innovation of Fleming College, the Senior Management Team and Academic Leadership.

5.15 Adverse Events Reports: Normally it is anticipated that research will proceed with little (or no) special costs or harm to participants, beyond those noted in the protocol. However, unanticipated negative reactions by subjects or other unexpected events may occur. Researchers are obliged to immediately report, in writing, any known serious adverse event to the REB.

5.16 Administration:

- a) **Administrative Support:** The work involved in the ethical review process should be distributed appropriately among faculty members, staff, researchers, and administrators. The College will provide administrative support to the REB including:
 - Distribution of forms and materials necessary for submission of research

- proposals to the REB;
 - Collection of submissions and distribution of submissions to REB members;
 - Keeping minutes of REB meetings;
 - Storing submissions and related materials in a secure location;
 - Supporting the REB in its educational activities;
 - Acting as the point of contact for the Tri-Council Advisory Group;
 - Other duties related to the support of the REB in carrying out its mandate.
- b) Deans: Provide significant support to the REB, with respect to:
- Ensuring that research projects requiring ethical review are submitted to the REB;
 - Advising their faculty members about the need to comply with the TCPS.
- c) College Departments: Support and train students so that their research projects are ethical and those that exceed minimal risk may be efficiently reviewed by the REB. Departments should screen student applications for ethical review prior to submission to the REB where such review is required. The REB may return applications to the department if they do not conform to the requirements of the TCPS.
- d) College Support: Supports the administrative processes and educational activities required by the REB so that the College as a whole remains in compliance with TCPS.
- e) Reporting of Non-Compliance: the REB role is limited to reporting cases of failure to comply with the provisions of the TCPS and the College research policies to the Executive Vice President Academic and Applied Research & Innovation.
- f) Interpretation: Questions of interpretation or application of this policy or its procedures shall be referred to the Executive Vice President Academic and Applied Research & Innovation whose decision shall be final.

5.17 Forms: Ethical Guidelines and the required forms for submission to the REB will be made available from the Office of Applied Research & Innovation.

6.0 - Related Documents

- Government of Canada. (2022). Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans – TCPS 2 (2022). Government of Canada.
- 9-903 Intellectual Property Policy & Procedure
- 9-904 Copyright Policy & Procedure
- 9-906 Integrity in Research and Scholarship Policy
- 9-907 Commercialization Policy & Procedure

History of Amendments/Reviews

Date	Activity
2008	Originally approved; replaced Policy 2-214 and associated procedures
2009	Reviewed and updated
2016	Reviewed and updated, replaced 2-216

2024	Reviewed and updated, Procedure separated from Policy
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Board of Governors

Briefing Note



FLEMING

Topic: Integrity in Research and Scholarship Policy #9-906
Report To: Public Board Meeting
Meeting Date: March 27, 2024
Prepared By: Brett Goodwin, Executive Vice President Applied Research & Principal, Frost Campus

Recommended Motion

That the Board of Governors approve the Integrity in Research and Scholarship Policy #9-906.

Overview

Cases of breaches of integrity in research are growing, including such issues as data fabrication, image manipulation, plagiarism, and gaming publication and review processes. With the current rate of growth in research at Fleming, it is imperative that we have a policy to address integrity in research. Tri-Council funding agencies require institutions receiving funding to have an integrity in research policy in place. Colleges wishing to offer applied degrees are required to have an integrity in research policy in place.

Fleming College current policy (Policy #9-906 formerly 2-214), hadn't been revised since 2008. Relevant policies across Ontario colleges and universities were reviewed, and using this information, the policy was entirely rewritten. The policy has been:

- Updated to align with the best practices as evident in our review of other policies;
- Split into a policy and a procedure; and
- Clarified that the responsibility for the policy and associated procedure fell to the Applied Research area.

The revised policy and procedure have been reviewed by the College Policy and Procedures Committee, the Office of Applied Research and Innovation, and the faculty union.

It is recommended that Integrity in Research and Scholarship Policy #9-906 be approved.

Alignment with Fleming College's Strategic Direction and the Strategic Mandate Agreement

The current College Strategic Plan calls for expanding research activities across the college. The new Applied Research Strategic Plan calls for growth of both the scope and quality of research at Fleming. Increasing research activity at the College will require an up-to-date policy addressing integrity in research and scholarship.

Risks and Considerations

External Environment Internal Environment Financial Human Resources
 Information Technology Legal Operational Strategic N/A

- Despite oversight of the research enterprise (including grant writing, publications and presentations) if an accusation of research impropriety was levelled against a researcher at Fleming and we did not have a sufficient policy to support a response, Fleming's reputation could be negatively impacted.
- Lack of an updated policy could result in research funding being withdrawn.

- Lack of an updated policy could interfere with plans to launch applied degrees.

[Supporting Documentation](#)

- Integrity in Research and Scholarship Policy 9-906

Policy Title:	Integrity in Research and Scholarship
Policy ID:	9-906
Manual Classification:	Section 9: Applied Research
Approved by Board of Governors (BoG):	TBD
Effective Date:	TBD
Originally Approved:	June 2008
Next Policy Review Date:	2027
Contacts for Policy Interpretation:	Brett Goodwin, Executive Vice-President, Academic and Applied Research & Innovation

1.0 - Policy Overview

This policy establishes expectations regarding responsibility and accountability in Research and scholarship with a goal to ensuring integrity among Researchers and scholars at Fleming College (hereinafter referred to as “the College”).

This policy aligns with the guidelines set out by the Tri-Council agencies (Canadian Institutes of Health Research (CIHR); Natural Sciences and Engineering Research Council of Canada (NSERC); and the Social Sciences and Humanities Research Council of Canada (SSHRC)).

2.0 – Purpose

The purpose of this policy is to promote and advance a high standard of integrity in Research and scholarship. The College is committed to maintaining high standards of Research integrity and such integrity requires careful supervision of Research including that conducted by students; competent use of methods; adherence to ethical standards; and the refusal to engage in or to condone instances of fraud or misconduct.

3.0 - Definitions and Acronyms

Allegation: A declaration, statement, or assertion communicated in writing to the Office of Applied Research & Innovation (OARI) declaring that there has been, or continues to be, a breach of one or more institutional policies; the validity of which has not been established.

Applicant or Co-Applicant: An individual who has submitted an application, individually or as part of a group or team, to carry out Research or scholarly activities. The application could be to request funds from an internal or external funding agency, and/or as part of a Research contract or, to the College’s Research Ethics Board (REB).

Author or Co-Author: The writer or contributing writer of a publication or document that is submitted internally or externally for the purposes of disseminating of scholarly activities including Research findings.

Board of Governors (BoG): The authority to govern Sir Sandford Fleming College is given to the Board of Governors through the Ontario College of Applied Arts and Technology Act, 2002, Ontario Regulation 34/03, Ministry Binding Policy Directives, and further outlined in the Board of Governors Bylaw 1.

College Community: Any person who studies, teaches, conducts research at or works at, or under, the auspices of the College and includes without limitation, employees or contractors; appointees (including volunteer board members); students; visitors; and any other person while they are acting on behalf of, or at the request of the College.

Conflict of Interest: A Conflict of Interest can arise when activities or situations place a person or the College in a real, potential or perceived conflict between their duties or responsibilities and their personal, institutional or other interests. Conflict of Interest may also occur when individual or the College's judgments and actions are, or could be, affected by personal, institutional, or other interests.

Complainant: The person filing or making a policy breach allegation.

Representative: A person chosen by the Respondent or Complainant, who may be an employee or member of an employee or student group to which the Respondent or Complainant belongs.

Research: Any internally- or externally- funded initiative which the College and the academic community in general consider to be Research including:

- Finding solutions to practical problems through the application of knowledge;
- Experimental discovery;
- Activities leading to the publication of journal articles, books, monographs, and contributions to edited books;
- Unpublished Research, including work in progress;
- Consulting and contract work under the auspices of the College, and other professional activities involving research.

Researcher: Anyone who conducts or is involved with Research activities, including without limitation, academic staff, administrative or support staff, persons with adjunct appointments, visiting instructors, visiting professional associates and Research associates.

Research Ethics Board (REB): The College Research Ethics Board (REB) is an arm's length body which oversees ethical screening and conducts a full review of Research projects involving human participants. For full terms of reference refer to Policy 9-905 - Ethical Conduct of Research Involving Humans. The REB endorses, and takes as its guide, the *Tri-Council Policy Statement: Ethical Conduct for Research involving Humans (TCPS 2)*.

Respondent: The person who has been alleged to have committed a breach of policy.

Scholarly Activities: Any internally- or externally-funded initiatives which the College and the academic community in general consider to be scholarly activities including, but not limited to:

- Preparation of papers for submission to be refereed and non-refereed journals, and those delivered at professional meetings;
- Participation in panels;

- Editorial and referring duties;

Tri-Council: Collaborative agency that is comprised of the three major funding agencies in Canada: the Canadian Institute for Health Research (CIHR), Natural Sciences and Engineering Research Council (NSERC) and, Social Sciences and Humanities Research Council (SSHRC).

4.0 - Scope

This policy applies to all College employees, whether compensated or not, including staff in the Academic and Support Staff bargaining units, sessional and part time staff, administrative staff, contractors, consultants, volunteers, students employed by the College, students conducting Research as a requirement for their academic program, and all other persons who engage in projects using the College's employees, students, facilities, and/or resources.

This policy extends to third parties who participate in collaborative Research projects and/or joint initiatives, such as industry or sector partners; however, if any part of this policy conflicts with provisions of a signed agreement between the College and a third party, the provisions of the signed agreement will prevail.

5.0 – General Principles

5.1 General Principles: All members of the college community must comply with the *Tri-Agency Framework – Responsible Conduct of Research (2016)*, which promotes research integrity through:

- a) Rigour:** Scholarly and scientific rigour in proposing and performing Research; in recording, analyzing, and interpreting data; and in reporting and publishing data and findings.
- b) Record Keeping:** Keeping complete and accurate records of data, methodologies and findings, including graphs and images in accordance with the applicable funding agreement, institutional policies, laws, regulations, and professional or disciplinary standards in a manner that will allow verification or replication of the work by others.
- c) Accurate Referencing:** Referencing and where applicable obtaining permission for the use of all published and unpublished work, including theories, concepts, data, source material, methodologies, findings, survey and psychological instruments, graphs and images.
- d) Authorship:** Including all and only those who have made a substantial contribution to and who accept responsibility for the contents of the publication or document as authors with their consent. The substantial contribution may be conceptual or material.
- e) Acknowledgement:** Appropriately acknowledging all and only those who have contributed to Research, including funders and sponsors.

- f) **Conflict of interest management:** Appropriately identifying and addressing any real, potential or perceived Conflict of Interest, in accordance with College policy 3-344: Conflict of Interest.
- 5.2 Any Research at the College involving animals will be in accordance with College Policy 9-902: Animal Care and Welfare Policy and associated procedures.
- 5.3 Any Research at the College involving human participants will be in accordance with College Policy 9-905: Ethical Conduct of Research Involving Humans and associated procedures.
- 5.4 The Office of Applied Research and Innovation (OARI) will be responsible for the administration and tracking of all funded and unfunded applied research and scholarly activities.
- 5.5 **Responsibility of Researchers**
 - a) **Conflict of Interest:** All persons covered under the scope of this Policy, or who become involved in any way in the investigation of an allegation, shall immediately disclose any real or potential Conflict of Interest in alignment with [College Policy 3-344 Conflict of Interest and its linked Procedure](#).
 - b) **Quality Assurance:** Individuals are personally responsible for the intellectual and ethical quality of their work and must ensure that their scholarly activity meets College standards.
 - c) **Obligation to Report:** All Researchers and scholars have an obligation to report any circumstance that they believe involves a breach of this Policy and linked Procedures.
- 5.6 **Development of Research Funding Applications or Project Plans:** Promoting a culture of academic and scholarly integrity begins at the development stage of an activity. In the planning stages of a proposal or grant application researchers and scholars are required to:
 - a) Obtain the written consent of their Dean/Chair and/or Manager prior to undertaking any project or program and will supply such written consent to the Office of Applied Research and Innovation (OARI);
 - b) Consult with OARI before applying for external funding and/or consulting and contract work under the auspices of the College, and other professional activities involving research and scholarly activities;
 - c) Comply with relevant College policies;
 - d) For research involving humans, obtain Research Ethics Board (REB) approval prior to beginning any data collection;
 - e) For research involving animals, obtain Animal Care Committee (ACC) approval prior to beginning any work involving animals;

- f) For research involving indigenous participants or communities, engage in a culturally appropriate and transparent consultation process before conducting any research or initiating any data collection;
- g) Ensure they and their team members have the appropriate licensing, training and expertise for their role in the project;
- h) Develop a methodology that is scientifically rigorous and is likely to yield valid, reliable results;
- i) Have a knowledge dissemination plan to ensure findings, whether positive or negative, are shared with relevant professionals, colleagues, decision makers and other stakeholders in the field;
- j) Principal Applicants or Investigators must ensure that all individuals listed on a research project have agreed to be included;
- k) Provide complete and accurate information in a grant or award application, or related document, such as a letter of support;
- l) Provide OARI with a copy of the research proposal and budget for review and approval prior to submission;
- m) During and upon completion of the project, provide OARI with progress and final reporting as requested.

5.7 Data Gathering, Storage and Retention: Research and scholarly activities require using scholarly and scientific rigour and integrity in obtaining, recording and analyzing data, and in reporting and publishing results. The management of accurately recorded and retrievable results is essential to any research project. According to the college's policy on IT Security, data users are responsible for:

- Taking appropriate measure to prevent loss, damage, abuse, or unauthorized access to information assets under their control;
- Respecting the classification of information as established by College "Data Stewards";
- Complying with all the policy requirements defined in the security privacy and data governance policies and supporting procedures, rules and guidelines;
- Technology asset(s) assigned to them (they must be able to determine the function and location of technology assets under their custodianship and must ensure that assets transferred from the custodianship are clearly assigned to the next custodian).

The following criteria apply for research data collected:

- Members of the college community must keep secure, complete and accurate records of data, methodologies and findings, including graphs and images, in accordance with the applicable funding agreement, institutional policies and/or laws, regulations, and professional or disciplinary standards in a manner that will allow verification or replication of the work by others;
- Data must not be used for anything other than what was approved by the original granting agency, sponsor and/or the REB;

- If a member of the team who is collecting data, leaves the College during the project period, the College will maintain all original data files for the remainder of the project period;
- Provision of material products, such as software prepared during research, substances, or equipment to third parties for non-commercial research purposes within or outside the research units requires the approval of the Principal Investigator and OARI;
- If data contains identifiable information, it must be collected, stored and destroyed in compliance with FIPPA (Freedom of Information and Protection of Privacy Act) or PHIPA, as required for personal medical information (Personal Health Information and Protection Act) as well as any other privacy legislation that may be applicable dependent on the jurisdiction, and confidential storage. The duration of the storage will be from completion of the publication of the results plus seven years;
- Members of the college community are responsible for ensuring secure and confidential storage. In accordance with the College's Record of Retention schedule, the duration of the storage will be from completion of the publication of the results (completion) plus seven years.

5.8 Authorship

- Attribution:** The attribution of authorship in all research and scholarly publications must accurately reflect the intellectual contributions of all members of the team.
- Co-Authors:** The co-authors of a publication are all those who have made significant intellectual contributions to the results. An administrative relationship to the investigation does not, by itself, qualify a person for co-authorship. Authorship decisions should not be affected by whether participants were paid for their contributions, or by their employment status. The author who submits a manuscript or report for publication is responsible for including all appropriate co-authors, for sending each co-author a draft copy of the manuscript for comment, and for obtaining consent on co-authorship, including the order of names.
- Acknowledgement:** Purely formal association with a research project, such as the directorship of a laboratory or an administrative position in a department, does not constitute authorship, but may be recognized in an acknowledgement. General supervision of a group, technical help, data collection, or critical reviews of manuscripts or reports prior to publication are not sufficient for authorship, but may be acknowledged in a separate paragraph. There will be no honorary co-authorship; authorship must be based entirely on significant intellectual, professional or immediate supervisory contribution. Other contributions should be indicated in a footnote or in an acknowledgements section.
- Students:** A student should be granted due prominence on the list of co-authors for any multiple-authored article or report that is based primarily on the student's own work, according to the commonly accepted practice in the field recognizing the substantive contributions of co-investigators be they academic staff collaborators, external partners and/or students; done with permission and with due acknowledgement.

- e) **Unpublished Works:** Using unpublished work of other researchers and scholars may only be done with permission and with due acknowledgment.
- f) **Archival Material:** Archival material must be used in accordance with the rules of the archival source.

5.9 Research Equipment and Facilities

- a) **Equipment Purchased Through Grants:** All research equipment purchased through research grants, including but not limited to Tri-Agencies, the Canadian Foundation for Innovation and the Ontario Centres of Innovation, will be managed centrally through OARI. Through OARI, the College will assume and retain ownership of the equipment, unless:
 - The funding agency agrees otherwise in writing;
 - Doing so would be contrary to a legislated requirement;
 - Ownership is to be transferred to another institution, in which case the institution shall obtain a written undertaking from the other institution agreeing to abide by the terms under which the funds for equipment were granted;
 - The equipment is sold, in which case the Institution shall make reasonable efforts to use any funds obtained from the sale of the equipment for research-related purposes.
- b) **Equipment Lifetime:** OARI may house and maintain and, if appropriate, insure the equipment, and take reasonable measure to protect it during its useful life.
- c) **Database:** OARI will maintain a central database of research equipment through the College's "ebase" system and allow other researchers to make use of the equipment to the extent it is reasonably possible and appropriate for the equipment.

5.10 Publishing and Knowledge Dissemination

- a) **Knowledge Dissemination:** It is expected that knowledge generated at the College will be disseminated. In terms of research, this includes results that do not support the investigators' other research and/or does not support the original hypothesis. Plans should be defined before data collection begins and should be adhered to, to the greatest extent possible. Should investigators not be able to adhere to the original plan, significant modifications must be approved by OARI.
- b) **Permissions:** Researchers and scholars must obtain permission of an author before using new information, concepts or data originally obtained through access to confidential manuscripts or applications for funds for research or training that may have been obtained as a result of processes such as peer review.
- c) **Conflict of Interest:** All team members are required to reveal to sponsors, academic institutions, journals or funding agencies, any material conflict of interest, financial or other, that might influence their decisions on whether the individual should be asked to review manuscripts or applications, test products or be permitted to undertake work sponsored from outside sources.

5.11 Conflict Over Authorship: There may be cases where there is disagreement between authors and/or team members regarding a publication. Conflict over authorship could occur if any of the following situations arises:

- Authors disagree on the interpretation of the results; and/or;
- A team member believes they have made a contribution deserving of co-authorship, but the Principal Applicant is not including them in the publication; and/or;
- Co-authors disagree on the order of the author list in a submitted publication.

In the event of a disagreement that does not involve a breach of any College policies, other relevant internal policies or relevant external policies (e.g. of the funding agency and/or research sponsor), the Director of Applied Research & Innovation will initiate mediation. If unsuccessful, the final decision will be that of the Executive Vice-President Academics and Applied Research & Innovation. A co-author, if not satisfied with the decision, will have the right to file a policy breach, which is referred to a Policy Breach Investigation Committee.

5.12 Compliance to External Regulation

- a) If a project is funded by one of the Tri-Agency institutions, researchers from the college community including employees and students are required to ensure they are up-to-date with the *Tri-Agency Framework: Responsible Conduct of Research* guidelines in order to comply with them.
- b) As appropriate for the project, members of the college community must also be in compliance with relevant external regulations and legislation, included but not limited to:
 - Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans – TCPS 2 (2018)
 - Tri-Agency Framework – Responsible Conduct of Research (2016)
 - The *Personal Information Protection and Electronic Documents Act* (PIPEDA)
 - The Canadian Council on Animal Care Guidelines and Policies
 - Government of Canada’s Policy and guidance on Impact Assessment
 - Government of Canada’s Biosafety standards and guidelines

Note that the above lists of Researcher responsibilities may not be exhaustive and amendments or additions may be made at any time to address unforeseen changes in circumstances or emerging concerns.

5.13 Policy Breaches

- a) **Scope of Dishonest Behaviors and Consequences:** Actions that violate or are inconsistent with the principles outlined in this policy and its aligned procedure will be considered breaches of policy and will result in sanctions ranging from warning or reprimand to expulsion or dismissal, as appropriate to the circumstances. This policy acknowledges that the list of potential breaches provided is not exhaustive, and amendments or additions may be made at any time to address unforeseen circumstances or emerging concerns. Breaches may include, but are not limited to, any or all of the following dishonest behaviours:
- b) **Destruction of Research Records:** The destruction of one's own or another's research data or records with the purpose of avoiding detection of wrongdoing or in

- contravention of the applicable funding agreement, institutional policy and/or laws, regulations and professional or disciplinary standards.
- c) **Falsifying or Fabricating Data** includes making up data, source materials, methodologies or findings (including graphs and images); or manipulating, changing, or omitting data, source material, methodologies or findings, including graphs, and images, without acknowledgement and which results in inaccurate findings or conclusions.
 - d) **Plagiarism:** Presenting and using another's published or unpublished work, including theories, concepts, data, source material, methodologies or findings, including graphs and images, as one's own, without appropriate referencing and/or without permission, if required i.e. copying large body of copyrighted material without acknowledging the author and the source.
 - e) **Redundant Publications:** The re-publication of one's own previously published work or part thereof, or data, in the same or another language, without adequate acknowledgment of the source, or justification.
 - f) **Misrepresentation:** Willfully misrepresenting and/or misinterpreting (for any reason) findings resulting from the conduct of research and scholarly activities.
 - g) **Invalid Authorship:** Inaccurate attribution of authorship, including attribution of authorship to persons other than those who have contributed sufficiently to take responsibility for the intellectual content, or agreeing to be listed as author to a publication for which one made little or no material contribution.
 - h) **Inadequate Acknowledgement:** Failure to appropriately recognize contributions of others in a manner consistent with their respective contributions and authorship policies of relevant publications. e.g., student or co-worker contribution of an idea that leads to a concrete improvement of results, time spent collecting and analyzing data or written contributions to articles/papers, failure to honour the confidentiality that the researcher promised or was contracted to as a way to gain valuable information from a party internal or external to the College.
 - i) **Breach of Contract:** Failure to adhere to terms and conditions of contracts with a third party that is sponsoring the research (in most cases external to the College).
 - j) **Omission of Information Regarding Ethic or Compliance Concerns:** Failure to report to OARI an involvement in research involving human participants, bio-hazardous materials or animals, and to obtain approvals as necessary.
 - k) **Failure to Disclose Conflict of Interest:** Failure to disclose, appropriately manage any real, potential or perceived conflict of interest.
 - l) **Non-Adherence to Government Regulations Safeguarding Human Participants:** Failure to comply with relevant provincial or federal regulations for the protection of human participants.
 - m) **Omission of Research Grant Documentation:** Failure to provide copies of research grants to OARI.

- n) **Students:** Students that are alleged to have committed a policy breach in academic research solely in their capacity as students and in respect only to work related to the completion of course or program requirements, will be governed by the College and Faculty's procedures for dealing with academic misconduct.
- o) **Exclusions:** The following will not normally be considered breaches of policy:
- Honest errors or mistakes;
 - Differences in opinion or different interpretations of scientific discoveries.

5.14 Communication Protocol for Policy Breach Disclosure: Information concerning a policy breach will be communicated to applicable stakeholders of the research project or scholarly activity, including but not limited to, sponsoring agencies or industry partners, partnering academic institutions, local, provincial or federal grant agencies, peer-reviewed journals or other publications if the research has been published, in accordance with their requirements.

5.15 Institutional Responsibilities: The College recognizes that promoting a culture of research and scholarship integrity requires a commitment from the institution. As such, the College commits to providing access to policies in a variety of ways:

- Promoting ethics and integrity issues through the distribution of policies and organization of learning opportunities for members of the College;
- Creating and maintaining processes through which breaches of responsible research and scholarship conduct may be reported/investigated;
- Investigating allegations of scholarly misconduct in a timely and impartial manner;
- Creating and maintaining processes for breaches to be reported and corrected, and for offenders to be disciplined.

a) **Initiatives for Cultivating Responsible Research and Scholarship:** To foster responsible research and scholarship conduct the College will undertake initiatives such as: the promotion of standards and examination of issues through dissemination of this policy and other relevant written material; organizing learning opportunities on the topic and; recognizing staff and students who uphold and encourage the standards set forth in this policy.

b) **Investigating Policy Breach Allegations:** Allegations of a policy breach may arise from anonymous or identified sources within or outside the institution. As per the accompanying Procedure ##### Integrity in Research & Scholarship, individuals are expected to report, confidentially in good faith, and in a timely fashion any information pertaining to possible breaches.

c) **Fair Investigation Procedures:** Allegations may be well founded, honestly erroneous or mischievous. Whatever their source, motivation or accuracy, such allegations have the potential to cause great harm to the persons accused, to the accuser, to the institution, and to research and scholarship in general. Therefore, the College will take prompt action and treat allegations seriously and in a manner that is impartial and accountable to the members of its community and the broader academic community. Investigations into breaches will be guided by the principle of fairness and applicable to all parties. The Respondent and Complainant will have

adequate opportunity to know any evidence presented by any party and to respond to that evidence, if they choose.

d) Accountability and Reporting of Confirmed Policy Breaches

- Once a policy breach has been investigated and refuted or confirmed, the investigation committee will prepare a report and actions will be determined.
- The College will take the necessary measures to ensure the protection of Agency or sponsor funding, where evidence supports that a policy breach occurred. This may include temporary suspension of the project, and restricted access to funding, until the matter has been resolved.
- When research involves humans, researchers and scholars are required to comply with *the Tri-Council Policy Statement Section 2.1*, which establishes principles to guide the design, ethical conduct and ethics review process of research involving humans.

e) Recourse

- If the person sanctioned by a decision believes the decision was reached improperly or disagrees with that decision, an appeal or grievance, as appropriate, may be filed, according to the terms of the appeal or grievance mechanism applicable to that person.
- Upon completion of appeal proceedings, the decision rendered will be final and binding on all parties.

f) Record Keeping: All documents involved in the investigation will be kept in a confidential file in the office of the Executive Vice-President Academics and Applied Research & Innovation, for a minimum of seven years following the finding of policy breach or dismissal of the allegation. All information and records relating to an action taken under this policy will be handled by the College in compliance with provincial and federal privacy legislation.

6.0 - Related Documents

- Canadian Institutes of Health Research (CIHR); Natural Sciences and Engineering Research Council of Canada (NSERC), Social Sciences and Humanities Research Council of Canada (SSHRC): *Tri-Agency Framework: Responsible Conduct of Research Guideline, 2016*
- *Ontario College of Applied Arts and Technology Act, 2002*, Ontario Regulation 34/03, Ministry Binding Policy Directives,
- Policy 9-905: Ethical Conduct for Research Involving Humans and associated College Operating Procedure(s)
- Policy 9-902: Animal Care and Welfare and associated College Operating Procedure(s)
- Policy 3-344: Conflict of Interest Policy and associated College Operating Procedure(s)
- Policy 9-903: Intellectual Property and associated College Operating Procedure(s)
- Policy 4-411: Procurement Policy and associated College Operating Procedure(s)

7.0 History of Amendments/Reviews

Date	Actions
2008	Originally approved; replaced Policy 2-214 and associated procedures
2024	Reviewed and Updated, Procedure separated from Policy



Board of Governors

Briefing Note



FLEMING

Topic: New Program Proposal: Diagnostic Cardiac Sonography Ontario College Graduate Certificate
Report To: Public Board Meeting
Meeting Date:
Prepared By: Nick Stone, Dean School of Health and Community Services

Recommendation

That the Board of Governors approve the proposal to develop and launch a new Diagnostic Cardiac Sonography Ontario College Graduate Certificate program for implementation Fall semester, 2025.

Overview

The School of Health and Community Services is proposing the development of a two-year, four-semester Ontario College Graduate Certificate Program in Diagnostic Cardiac Sonography. Proposed launch date of Fall 2025.

Cardiac Sonographers are allied healthcare professionals specially trained to use imaging technology to help physicians diagnose heart problems in patients. The proposed program would provide this specialized training in a flexible delivery format. Theoretical lessons would be delivered online and practical lessons would be delivered during intensive instructional blocks over several weekends spaced throughout the semester. As an accredited and regulated profession, the proposed program would be designed to meet all regulatory and accreditation requirements including a scaffolded work integrated learning experience during the final two semesters of the program. Focus within the curriculum on simulation, geriatric patient care, and Indigenous Health will differentiate this program within the province.

Expected contribution to overhead is approximately 58% at the end of year 1, based on a costing analysis with an intake of 40 students. Revenue in year 1 is estimated at \$361,318.68 and is projected to increase to \$1,083,956.04 by year 5. The numbers are based on conservative enrollment estimates with additional intakes added over the course of a 5-year period. Capital investment is required by way of acquiring echocardiology machines to deliver the practical lessons.

A labour market analysis reveals that cardiac sonography and related occupations are expected to increase nationally by 20.7% and provincially by 19.9% over the next six years. Similar to most health occupations, employment growth in this area is expected to be strong, mostly due to the aging population where the growing number of seniors is anticipated to lead to an increase in the demand for diagnostic services related to cardiovascular health conditions.

There are currently three program offerings in the Ontario College system related Medical Sonographers at the Ontario College Graduate Certificate credential level - Algonquin, Mohawk, and St Clair offer funded programs in Diagnostic Cardiac Sonography. Algonquin is the only college in the Eastern Ontario region and is geographically situated that student enrolment and clinical learning sites should not be impacted.

Alignment with Fleming College's Strategic Direction and the Strategic Mandate Agreement

The proposed program will align well with the Academic Plan by responding to the needs of the health labour market, providing students with the skills they need to be successful, and sustainability of strategic enrolment management.

This program aligns with Fleming's Strategic Plan by focusing on the needs of both students and employers in the labour market and by embracing technology with the unique delivery design. In addition, the program aligns with being a welcoming place for all with the inclusion of Indigenous Health content, a focus on truth and reconciliation, and the many design elements that will support Equity, Diversity, and Inclusion.

With respect to the Strategic Mandate Agreement, this program will help the College meet performance metrics for graduate employment in a related field, graduation rate, graduate employment earnings, and experiential learning, as well as contributing to other categories.

Risks and Considerations

External Environment Internal Environment Financial Human Resources
 Information Technology Legal Operational Strategic N/A

Check any of the applicable risks above by double clicking on the box and selecting Checked from the default value. If there no applicable risks check N/A.

Include any additional considerations below:

- With any new program launch, lower than expected enrolment is always a risk. Strategic marketing and promotion of this allied health program will help create awareness of the career potential for students.

Supporting Documentation

Include the file names of any supporting documentation below:

- NPD Concept Proposal – Diagnostic Cardiac Sonography



FLEMING

NPD Concept Proposal

Diagnostic Cardiac Sonography

NPD Concept Proposal

Program name:	Diagnostic Cardiac Sonography
Program credential:	Ontario Post-Graduate Certificate
Prepared by:	Nick Stone Dean
School:	Health & Community Services
Estimated launch date:	Fall 2025
Date submitted:	01-Feb-2024

Program description/program idea:

The School of Health & Community Services is proposing the development and launch of a two-year, four-semester Ontario College Graduate Certificate in Diagnostic Cardiac Sonography for Fall 2025. The program would support the diversification of credentials within the School through increasing the post-graduate offerings available to both domestic and international students. Further, it will help position Fleming College as a centre of excellence with respect to Allied Health training programs.

Cardiac Sonographers are healthcare professionals specially trained to use imaging technology to help physicians diagnose heart problems in patients. They operate ultrasound equipment that provide moving 2-D or 3-D images of the heart and its chambers. The proposed program would provide this specialized training in a flexible delivery format. Theoretical lessons would be delivered asynchronously or synchronously online and practical lessons will be delivered during intensive instructional blocks over several weekends spaced throughout the semester. This proposed delivery model would allow for students to continue working while learning new skills.

As an accredited and regulated profession, the proposed program would be designed to meet all regulatory and accreditation requirements including a scaffolded work integrated learning experience during the final two semesters of the program. Focus within the curriculum on simulation, geriatric patient care, and Indigenous Health will differentiate this program within the province. The principles of Universal Design for Learning such as flexible curriculum design and delivery will be incorporated into all aspects of the program to ensure the curriculum meets the equity, diversity, and inclusion priorities of the College.

Applied research opportunities exist in echocardiography to determine best practices for simulation training of sonographers, incorporation of artificial intelligence in medical imaging training, and competency-based training and evaluation of sonographer students.

Labour market description:

Occupational Overview

The primary occupational group for Cardiac Sonography is 32122/3216 – Medical Sonographers. Fields of practice for graduates include cardiac sonographer, cardiac ultrasound technician, diagnostic cardiac sonographer, adult echocardiographer, medical sonographer, and registered diagnostic cardiac sonographer. Graduates work in hospitals, clinics, physicians’ offices, and medical and diagnostics laboratories.

The labour market demand for cardiac sonographers is expected to increase nationally by 20.7% and provincially by 19.9% over the next six years. Nationally, there is a current need for 267 workers in this field and it is expected that 322 jobs will be available across Canada by 2031. Currently, there is a provincial need for 314 positions and these numbers are expected to increase to 377 by 2031. Similar to most health occupations, employment growth in this area is expected to be stronger than the average. This strong growth is mostly due to the aging population where the growing number of seniors is anticipated to lead to an increase in the demand for diagnostic services related to cardiovascular health conditions.

Competitive Landscape

There are currently three program offerings in the Ontario College system related to 32122/3216 – Medical Sonographers at the Ontario College Graduate Certificate credential level. Algonquin, Mohawk, and St Clair offer funded programs in Diagnostic Cardiac Sonography (Table 1). Algonquin is the only college in the Eastern Ontario region and is geographically situated that student enrolment and clinical learning sites should not be impacted.

Table 1: Total Domestic Applications / Registrations by College for Programs mapped to MCU code 71610 (Diagnostic Cardiac Sonography)				
College	2020	2021	2022	2023¹
Algonquin	164/96	254/74	191/71	176/38
Mohawk	291/168	420/301	364/294	343/94
St Clair	0/0	57/62	143/83	127/38
TOTAL	455/264	731/437	698/448	646/179

¹ Application and registration numbers only include Fall semester for the 2023 academic year.

Student target audience:

The design of the proposed program as a four-semester flexible delivery program is anticipated to attract domestic and international students, especially those who already hold a diploma, advanced diploma, or undergraduate degree in a health-related field. Through its design, the proposed program will be ideal for working health care professionals who wish to obtain a higher-level credential and advance their career. The flexibility associated with course delivery will allow students to continue to work while studying and to continue providing patient care while they learn new skills.

Existing Fleming students could pathway into the proposed program from several existing programs, including Practical Nursing, Respiratory Therapy, Massage Therapy, and the Bachelor of Science in Nursing through the Trent/Fleming School of Nursing.

Rationale for new program:

The proposed program will strengthen Fleming College's reputation in the province at delivering high-quality, accredited, allied health training and education. The program will further diversify the credentials offered by the School of Health & Community Services and the intentional flexible curriculum design aligns with both School and College level strategic priorities around embracing technology and innovation and community support. From a labour market perspective, the proposed program will help fill a projected labour shortage locally, provincially, and nationally.

With the senior population in Ontario expected to continue to increase over the next several years paired with the predominantly sedentary lifestyle people lead and the associated health risks, the need for cardiac diagnostic services will continue to be in demand. The focus within the curriculum on simulation, geriatric patient care, and Indigenous Health will differentiate this program within the province.

Table 1 identifies the high demand for this type of programming with applications exceeding registrations by a factor of almost 2:1. Prominent community clinics, such as the Kawartha Cardiology Clinic, reinforce the need for qualified cardiac sonographers to assist in their practice. Anecdotal data from cardiology practices and physicians across the province support this need as well.

Equity, Diversity and Inclusion considerations:

The program curriculum will be designed following Universal Design for Learning principles - a flexible curriculum design and delivery framework that supports faculty to create inclusive and accessible learning environments that cater to the variations in how students learn. In consultation with Fleming's Vice President Indigenous Knowledge and Relations, the curriculum will be designed to include Indigenous specific content that explores health care in marginalized communities to further the critical health related aspects of Truth and Reconciliation.

Costing Estimate and Considerations:

- Initial target intake will be 40 students in the Fall semester. One intake planned in FY01, two intakes planned in FY02 and FY03, and three intakes planned per year thereafter. Clinical placements need to be explored to support multiple intakes.
- Domestic tuition would be approximately \$2,015.55 per semester. International tuition would be approximately \$7,943.45 per semester.
- Projected Net Income is \$209,160.74 in FY01 increasing to \$537,723.28 by FY05 (Table 2). Contribution to Overhead is anticipated to be 58% in FY01, levelling out to 50% in FY05 (Table 2).

Table 2. Projected Revenue and Expenses for Cardiac Sonography						
Description	FY01	FY02	FY03	FY04	FY05	Total
MTCU Grant	\$ 221,744.25	\$ 338,451.75	\$ 443,488.50	\$ 665,232.75	\$ 665,232.75	\$ 2,334,150.00
Dean & Other academic staffing supports	\$ 6,560.00	\$ 10,012.63	\$ 13,120.00	\$ 19,679.99	\$ 19,679.99	\$ 69,052.61
program revenue	\$ 361,318.68	\$ 551,486.41	\$ 722,637.36	\$ 1,083,956.04	\$ 1,083,956.04	\$ 3,803,354.52
program expense	\$ 152,157.94	\$ 263,072.72	\$ 399,768.41	\$ 490,473.27	\$ 546,232.76	\$ 1,851,705.10
Net Contribution to Overhead	\$ 209,160.74	\$ 288,413.68	\$ 322,868.95	\$ 593,482.77	\$ 537,723.28	\$ 1,951,649.42
% CTO	58%	52%	45%	55%	50%	
College Overhead Target	\$ 119,235.16	\$ 181,990.51	\$ 238,470.33	\$ 357,705.49	\$ 357,705.49	\$ 484,837.49

- All courses would need to be developed. Approximate cost for developing hybrid course offerings is \$87,212.90.
- The program will require capital investment of approximately \$715,422.65:
 - A dedicated lab space will be required. Approximately \$77,040.45 in renovation costs (plumbing, electrical upgrades).
 - Echocardiology machines will be required. Ten units costing approximately \$52,000.00 + tax each. TOTAL \$587,600.00.
 - Examination tables will be required. Ten units costing approximately \$4,494.00 + tax each. TOTAL \$50,782.20.
- The proposed program supports the following SMA3 metrics, as well as contributing to other categories:
 - Graduate employment in a related field
 - Graduation rate
 - Graduate employment earnings
 - Experiential learning
- This program will not impact the enrollment of other Fleming College programs but will support retention as graduates from existing programs can join this program to obtain an additional credential and increase their employability.